

# BOARD OF SUPERVISORS

## Brown County



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**PUBLIC SAFETY COMMITTEE**  
Patrick Buckley, Chair  
Andy Nicholson, Vice Chairman  
Bill Clancy, Guy Zima, Patrick Evans

**PUBLIC SAFETY COMMITTEE**  
**Wednesday, November 29, 2017**  
**11:00 a.m.**  
**Brown County Sheriff's Office**  
**2684 Development Drive, Green Bay, WI**

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE  
ACTION ON ANY ITEM LISTED ON THE AGENDA**

- I. Call meeting to order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of October 4, 2017 (regular and budget).

### **Comments from the Public.**

1. **Review Minutes of:**
  - a. Local Emergency Planning Committee (September 12, 2017).

### **Communications**

2. Communication from Supervisors Sieber/Linssen/Becker: To include in the 2018 budget up to \$150,000 to RFP for services to find efficiencies in our criminal justice system. *Request by Supervisor Sieber to bring back to Committee.*
3. Communication from Supervisor Lefebvre: As the State is responsible for funding the District Attorney's office and courts, I'm requesting Brown County pass a resolution requesting the State to fully fund the District Attorney's office attorneys, assistant attorneys, clerks, judges and all supporting staff as this will help with the overcrowding of the jail. I further request Brown County to contact other counties to join in the above request. *Referred from November County Board.*
4. Communication from Supervisor Brusky: This is my request that the Brown County Board of Supervisors write a resolution to the Wisconsin State Legislature in support of Assembly Bill 502 that would create and fund 20 assistant district attorney positions, of which Brown County would receive two positions. *Referred from November County Board.*

### **Resolutions/Ordinances**

5. Resolution re: Opioid Litigation.
6. Ordinance Creating Section 3.335 of Chapter 3 of the Brown County Code of Ordinances Entitled "Edged Weapons Restricted in Specific County Buildings".

### **Circuit Court, Commissioners, Probate**

7. Budget Status Financial Report for August & September 2017 (Unaudited).

### **District Attorney**

8. District Attorney's Report.

**Public Safety Communications**

- 9. Budget Status Financial Report for September 2017 (Unaudited).
- 10. Director's Report.

**Emergency Management**

- 11. Budget Status Financial Report for September 2017 (Unaudited).
- 12. Director's Report.

**Medical Examiner**

- 13. Budget Status Financial Report for September 2017 (Unaudited).
- 14. 2017 Medical Examiner Activity Spreadsheet.
- 15. Tissue Donation Agreement.
- 16. Resolution re: Authorizing Medical Examiner Intergovernmental Agreement.

**Sheriff**

- 17. Budget Status Financial Report for October 2017 (Unaudited).
- 18. Update on Jail Addition – *Standing item*.
- 19. Budget Adjustment Request (18-01): Any increase in expenses with an offsetting increase in revenue.
- 20. Budget Adjustment Request (18-03): Any increase in expenses with an offsetting increase in revenue.
- 21. Budget Adjustment Request (18-04): Any increase in expenses with an offsetting increase in revenue.
- 22. Budget Adjustment Request (18-05): Any increase in expenses with an offsetting increase in revenue.
- 23. Sheriff's Report.

**Medical Examiner & Sheriff**

- 24. Request for Proposal (RFP): Brown County Jail Expansion and New Medical Examiner Office, Project #2195 – Request for Approval.

**Clerk of Courts - No agenda items.**

**Other**

- 25. Audit of bills.
- 26. Such other matters as authorized by law.
- 27. Adjourn.

Patrick Buckley, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a budget and regular meeting of the **Brown County Public Safety Committee** was held on Wednesday, October 4, 2017 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

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**Present:** Chair Buckley, Supervisor Clancy, Supervisor Evans, Supervisor Zima, Supervisor Nicholson  
**Also Present:** Supervisor Sieber, Supervisor Hoyer, Supervisor Brusky, Supervisor Gruszynski, Supervisor Vander Leest, Supervisor Moynihan, Medical Examiner Director of Operations Barry Irmen, Sheriff John Gossage, Chief Deputy Todd Delain, Accountant Donn Hein, Judge Zuidmulder, Emergency Management Director Jerad Preston, Director of Administration Chad Weininger, Human Resource Director Kathryn Roellich, Finance Director Dave Ehlinger, District Attorney Dave Lasee, Public Safety Communications Director Cullen Peltier, County Executive Troy Streckenbach, Corporation Counsel Dave Hemery

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**PLEASE NOTE: THESE MINUTES ARE FOR THE NON-BUDGET AGENDA ITEMS.  
MINUTES FOR THE BUDGET PORTION OF THIS MEETING WILL ACCOMPANY THE  
AGENDA FOR THE NOVEMBER 1, 2017 BUDGET MEETING**

**I. Call meeting to order.**

The meeting was called to order by Chair Buckley at 11:04 am.

**II. Approve/Modify Agenda.**

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of September 6, 2017.**

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**\*\*NON-BUDGET ITEMS\*\***

**Comments from the Public on Non-Budget Items.** None.

**Circuit Court, Commissioners, Probate**

**1. Budget Status Financial Report for August 2017.**

Motion made by Supervisor Nicholson, seconded by Supervisor Zima to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**Clerk of Courts**

**2. Budget Status Financial Report for August 2017.**

Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**District Attorney**

**3. District Attorney's Report.**

Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

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**Public Safety Communications**

4. Budget Status Financial Report for August 2017.  
Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
5. Director's Report.
- Motion made by Supervisor Nicholson, seconded by Supervisor Zima to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

**Emergency Management**

6. Budget Status Financial Report for August 2017.
- Motion made by Supervisor Zima, seconded by Supervisor Nicholson to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
7. Director's Report.
- Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

**Medical Examiner**

8. Budget Status Financial Report for August 2017.
- Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
9. 2017 Medical Examiner Activity Spreadsheet.
- Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
10. Medical Examiner's Report.
- Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

**Sheriff**

11. Budget Status Financial Report for August 2017.
- Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
12. Update on Jail Addition – *Standing item*.
- Sheriff John Gossage indicated the jail representative was unable to attend this meeting and asked that this matter be held.
- Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to hold until next meeting. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
13. Sheriff's Report.
- Motion made by Supervisor Nicholson, seconded by Supervisor Evans to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**
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Communications

14. Communication from Supervisors Sieber/Linssen/Becker: To include in the 2018 budget up to \$150,000 to RFP for services to find efficiencies in our criminal justice system. *Referred from September County Board.*

Supervisor Sieber addressed the Committee and indicated this communication is quite similar to Chair Buckley's communication at Item 16.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to take Items 14 & 16 together. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

Sieber continued that from prior discussions it is evident there are some inefficiencies and bottlenecks in the criminal justice system. He was pleased with the motion during the budget portion of the meeting to add three more DAs to help clear the bottleneck. He said there appears to be several places where inefficiencies exist and in talking with people involved in each department, other counties and people that come through the system there are a number of ways to find more efficiency within the system to try to keep the jail population down. The Sheriff seems to be the bottom of the hill and everything seems to roll there, but it is not just the Sheriff's Department or the jail, it is the entire system.

Sieber has talked to other counties who have been very successful in hiring consultants to look at their systems. There are consultants that can come in and look at the entire system and then make recommendations as to where the system can become more efficient and Sieber feels something like that is needed here. There are companies that specialize in this and he along with some other supervisors would like to go through the RFP process and then a decision can be made based on experience and credentials. He referenced Buckley's communication to have Internal Auditor Dan Process conduct an audit, and he feels Process is very capable and competent and is right on top of things, but he feels having someone with experience in this particular type of work would be beneficial. Sieber knows of a consulting company that other counties have used and he can provide that information. Another county that used the firm had declining jail population after working with the consulting firm and was able to put off building a new jail. Obviously the RFP process would allow the County to look at a number of firms that would then be judged on credentials, experience and past success.

Buckley said his thought when he put his communication in was to have the Internal Auditor start to look at the processes to narrow down the scope of what we are trying to accomplish. Process said one of his concerns is that he may not have the expertise that would be needed to look at the judicial system. He thought something like flowcharting the process may be useful in trying to find the bottlenecks and issues and then work could be done to come up with recommendations.

Supervisor Zima noted there have been studies done in other counties and he feels it may be beneficial to review results of those studies to pick up some clues that could alleviate us having to go through a big study ourselves. Zima referenced the Mental Health Ad Hoc Committee which includes a lot of the principal players of the criminal justice system and this has helped figure out ways to solve some of the problems. He feels a lot of this is commonsense and the key players like jail staff, the DA and the Sheriff know where the inefficiencies and bottlenecks are. Zima continued that if there are real tangibles that came out of studies in other counties we should try to benefit from that and let the key players here work on this. He does not want to see a lot of money spent on a study that just ends up sitting on a shelf and he feels we should ask staff to try to get results of similar studies and report back. If that brings more questions, then a study may be necessary here. Zima asked how Sieber came up with the estimate of \$150,000 to do the study and Sieber responded it was based on what another county paid for a similar study a few years ago. He said that this is being brought forward now during budget time to be included in the budget or to have money set aside for it in the future in case it is needed. He feels that having Process compile the reports from other counties is a good idea.

Zima said the County has good personnel and leadership in the criminal justice system and they are bringing things forward. It should not be hard to figure out where the backlogs are and what can be done to handle them, but it seems like the State is not keeping up their responsibilities. The question is if the County needs to bite the bullet because it is advantageous to us by saving money in the long run, even though it is the State's responsibility. Sieber added that sometimes day to day operations bog things down and do not allow a lot of time to go out and look at other options. He said the consultant he mentioned earlier has done numerous studies nationwide. He is also aware

that other counties in Wisconsin have had studies done and were able to avoid adding jail space. Zima said Process should work on getting studies together and then summarize them and provide a report to this Committee. A decision can then be made as to whether we need our own study.

District Attorney Dave Lasee said a system map was done in 2014 with some TAD funding that was leftover. A national consultant did the mapping and a lot of the key players participated in the process. One of the issues that has been struggled with is doing the follow up. Some of the things from the system map were implemented, but there were some other things that were not. Some of the inefficiencies and bottlenecks were identified and the map was forwarded around and not much was done after that. The map from the national consulting firm can be used as a starting point.

Buckley said the map Lasee talked about may give Process a good start in flowcharting this. This could lead to more of a directed point. The information we need may already be out there, and what we need is someone to compile it and bring it forward. Buckley also feels the County needs a grant writer to help find funding for some of the things the County is doing, like the treatment courts and other programs. Buckley said if we do need to take money from the general fund for a study down the road, we can do that. Sieber reiterated that he brought this forward at this time because it is budget time and now would be the time to attach funds for a study. Zima cautioned spending money on a study if there are not dollars available to implement any suggested changes.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to open the floor to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY**

-Robert Srenaski, 3375 Sonata Drive, Green Bay, WI

Srenaski is a citizen representative on the Criminal Justice Coordinating Board. He said the mapping referenced by DA Lasee produced six pages of information, but what it did not do is establish average timelines for each of the steps. Follow up should be done to assign times for each step of the process because by doing that, the bottlenecks can be identified. The problem seems to be the excessive amount of time people are staying in the jail which is a process problem. Once ideal timelines are established, a comparison can be made as to what is actually happening versus what the timeline should be. After that, continuous improvement goals can be established and actions that are necessary to accomplish the goals determined. Srenaski said if the Criminal Justice Coordinating Board is tasked with assigning timelines, we can start to utilize some internal sources. He feels that would be the most effective next step.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY**

Buckley would like to keep the ball rolling on this and would like to see this referred back to staff. Sieber said he would be agreeable to that, but he would still like to see the option for an RFP for a study. Referring this to staff would allow Process to gather the existing studies and look at the process mapping. Supervisor Evans did not feel we should be sending this to Process to determine where the bottleneck is. Evans noted Process is an accountant and he does not feel it is appropriate to give our employees a task that is outside of the realm of their expertise or scope and function of their job. Process said he mentioned he does not have expertise in the criminal justice system, but he would be able to look at the system mapping that has already been done. Evans said he would not support a motion to refer this to the Internal Auditor to determine the bottlenecks, but he does not object to forwarding it to him to look into what organizations do this process or what has been done in other areas and report back. He noted that all of the key players are on the Criminal Justice Coordinating Board and there was good conversation on this at the last meeting. Buckley said the DA already has the system mapping and he did not see how asking Process to go talk to department heads on this is much different than sending him to the Highway Department to look at efficiencies.

Sieber feels this is really a two-part issue. First, he feels Process would probably be comfortable handling what Zima suggested which was to compile studies that had been done within the State and report on what the findings were. The second part would be to take this to the Criminal Justice Coordinating Board to find out if they feel they have a good grasp on the issues going forward and find out what they need to get everything together in one map. He wants to see things keep moving forward in finding efficiencies and if the Criminal Justice Coordinating Board thinks they are on the right track, that is great. If they feel they would benefit from a consultant coming in and identifying the problems and giving ideas as to how to coordinate better and see what technology or advancements are out there, then he would probably follow that recommendation.

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**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to refer to staff. Vote taken. MOTION CARRIED UNANIMOUSLY**

15. **Communication from Supervisors Buckley and Chairman Moynihan: We, the undersigned Brown County Board Supervisors, hereby request that the Brown County Board of Supervisors classify Brown County Corrections Officers as protective status employees (Employee Trust Fund) but not that of a bargaining unit. We make this request due to the alarming amount of correction officers' resignations over a seven year period (61). It is not to suggest that protective status alone will maintain staffing levels, however, it may enhance the morale of those who presently serve as well as future recruitment. With pending jail pod expansion and with it presumably increased staffing, we believe that the protective status action is a prudent decision. We respectfully ask for your consideration. *Referred from September County Board.***

Supervisor Moynihan said this communication speaks for itself. At the time Act 10 was enacted, it seemed to be intimated that there was no choice but to remove the protective status from the correction officers, but looking back at this now, it seems to have been the wrong move. He feels the right thing to do is give the correction officers the protective status, but he does not want to create a bargaining unit. Moynihan continued that there has been sizable resignation of correction officers and he feels that giving them protective status would be something that perspective employees would like to know is there, especially when they get closer to retirement age. Moynihan continued that the correction officers have a thankless job and the protective status element would be something favorable for them, especially when they are approaching retirement. He also feels the Sheriff would like to see protective status restored, but not a bargaining unit. He noted there is currently some legislation on this in Madison.

Supervisor Clancy mentioned that another factor in this is the cost of training correction officers who then leave the County's employment. Moynihan agreed and said two correction trainers have recently left, partly due to the revolving door of correction officers.

In responding to Clancy's comment, Sheriff Gossage said it costs \$20,000 - \$25,000 per person when employment is separated. That includes costs of training and backfill and overtime. He said 20 correction staff have left in 2017 and at a cost of \$20,000 - \$25,000 each, the total cost is about a half million dollars. Gossage said he informed former HR Director Miller as well as the County Executive not to bite off their nose to spite their face because there would be a mass exodus of correction officers and that is what has happened.

Moynihan said if protective status is provided to employees, some say they automatically become a bargaining unit, but the other side says that is not the case. He feels it would be appropriate to get an opinion from the Attorney General instead of waiting for the legislature. He wants the employees to know that the Board has concerns and is looking at this.

Supervisor Nicholson said he did not support taking the protective status away a couple years ago because he knew this was going to happen. He feels people would not want to work in Brown County with no protective status when they can work somewhere else that has protective status. He feels taking away the protective status was a mistake and he would like to move forward with getting the protective status back. He questioned if we need to go to the Attorney General or if Corporation Counsel could provide an opinion. Moynihan reiterated that he wants to provide the protective status, but he does not want to create a bargaining unit. He wants to be proactive and said taking the protective status away was a collective mistake.

**Motion made by Supervisor Nicholson to get an Attorney General opinion to see if we have to provide a bargaining unit if we provide protective status. *No second, no action taken.***

Zima recalled the retirement fund told us they did not care about this one way or another and if the County said the correction officers were allowed to participate in the system they would not question it. Moynihan said there was a resolution in May, 2015 in support of going back to protective status, but we are still waiting on that. That resolution was sent to the WCA, our State representatives and the Sheriff's Association but no response has been received to date.

Zima asked what is stopping us from going back to protective status. Moynihan responded the argument is that going back to protective status would automatically create a bargaining unit. That is why he feels we need an opinion from

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the Attorney General. Zima considers this a no brainer for the legislature and yet it could not get any traction. He has heard different reasons for this, so nobody really got interested in it which he does not understand since this is budget neutral.

Gossage confirmed there is no fiscal impact to the State. There were some questions on ETF and how to administer some of the minutia that got added to the legislation. It is his understanding that this is going to committee in October with no ties to collective bargaining.

Buckley said if we are going to restore the protective status, we need a fiscal impact. Gossage said in 2015 the estimate was \$287,000, not including overtime. Moynihan said it may be too early to start throwing figures around. When he created the communication, he did not know this was going to be brought up at committee by the fall. Before we spend additional dollars, he feels we should see what happens at committee, but we can still go forward with getting an Attorney General opinion.

Buckley feels we have to act on this. Zima feels money should be put in the budget for this and asked again what amount we are looking at. Director of Administration Chad Weininger said the amount in 2015 was \$287,000, not including overtime. Zima did not think this should cause any additional overtime. Finance Director Dave Ehlinger said the calculations were made at straight time, but the officers do work overtime. Zima said they are working overtime now because of a lot of vacancies. Weininger responded that due to the way they are scheduled there is automatically overtime. Zima would like to solve this problem sooner rather than later and did not think the Attorney General's opinion is worth most other opinions.

Buckley asked County Executive Troy Streckenbach for his viewpoint. Streckenbach recalled when this was debated a few years ago, the demands from the group was they wanted back payment for retirement and their health insurance back and the Board decided to go in a different direction and passed a resolution stating they still wanted the correction officers to have protective status but not with the bargaining. What is being done at the State is advocating for protective status and he said the WCA clearly states they want them to be able to opt in to have protective status but not have bargaining rights. WCA is supportive of the resolution passed by the Board that states they want to have the ability to opt in for protective status but without the bargaining rights and are advocating for this at the State. Brown County has joined in a multi-county litigation in terms of the definition of law enforcement; the courts ruled that jailers do not meet the criteria that falls under protective status. Zima said in the past the Board has done things to solve problems, and this is a problem that needs to be solved. He spoke with ETF and was advised that if the County says the jailers fall under protective status, they would not have any problem with that and would not question it and based on that, Zima questions why we cannot give them the benefit. Streckenbach reiterated that Brown County entered into litigation with a number of other counties regarding the definition which states that by ETF standards jailers do not meet the protective status requirements. The Badger State Sheriff's Association, along with the WCA and other sponsors have been trying to find a reasonable solution to get to the point where the County can provide for protective status without the bargaining aspect. If the policy of the County Board is to do something else, we would have to assess what that is. Streckenbach's objective is to get past the hurdles and move the legislation forward. It is his understanding that the ETF feels comfortable with the way the language is arranged.

Zima asked if all County employees are enrolled in ETF. Gossage responded that all general municipal employees as defined under Chapter 41 are enrolled in ETF, including the jailers. However, the jailers do not fall into the protective status which gives them early retirement and duty disability if they are injured in the line of duty which is a key component because they deal with a degree of danger and peril in their jobs. Jailers used to have protective status but it was taken away after Act 10. Streckenbach said the Board took the protective status away and Gossage said that decision was made on a recommendation that said it was illegal for counties to classify those employees as protective status because Chapter 41 does not recognize them. The current legislation is to include correction officers in Chapter 41 as protective status which would allow the counties to make the specific decision.

Buckley said the communication was put in because they want the protective status, but they want to make sure it does not affect them being able to organize. He asked if an Attorney General opinion would suffice on this if the legislature does not do their job. Corporation Counsel Dave Hemery said if someone is a protective service employee, they have the right to collectively bargain so the question is if individuals are corrective service employees. If you are a deputy sheriff and a protective occupant participant (POP), then you can collectively bargain. There is a case from 2013 that has the weight of the law behind it and in that case the issue of protective status was not the issue. The

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issue was are they deputy sheriffs. In the 2013 case the court said if the Sheriff's Office employs them and if they are primarily telephone operators, clerks, stenographers or other things like that, then they are deemed to be deputy sheriffs. That case specifically found the deputation has nothing to do with it. Basically, to meet the first part of the test, if you are an employee of the Sheriff's Department and you are not specifically a clerk or someone who answers the phones, you are considered a deputy for these purposes. Once it is determined that someone has POP status, they would be able to collectively bargain. To collectively bargain, a person has to be a deputy sheriff and have POP status.

Hemery continued that the issue with the group we are talking about now is if they meet the POP criteria. There are three main requirements that have to be met and they are as follows 1) are they primarily engaged in law enforcement activities, meaning they carry out law enforcement type duties more than 50% of the time; 2) does the job of jailers involve frequent exposure to a high degree of danger or peril; and 3) do their job duties require a high degree of physical condition. Hemery said should this get to the County Board floor, he would suggest the Board look at each of these factors and analyze whether or not jailers meet the criteria. If the Board feels in good faith that the three criteria are met, the jailers should be POP participants. All three criteria are necessary to designate them as POP.

Nicholson said what Moynihan is asking for is protective status without bargaining authority. Hemery said his opinion is that if you designate a deputy sheriff as a POP participant, they would have collective bargaining authority. The two criteria are they need to be both deputy sheriffs and POP participants. Hemery said there is a good body of authority on this and although it is not court authority, it is an ETF determination. As far as ETF and other State agencies, they pretty much do not challenge a County's decisions, although Hemery noted they would have the right to appeal the decision.

Zima asked Moynihan if he was in favor of the corrections officers being classified as protective status. Moynihan reiterated that he wanted to give them the status, but does not want to create a bargaining unit. He said it is Hemery's opinion that if the corrections officers are designated as protective status, they automatically become a bargaining unit. His communication is to give them the status, but not the creation of a bargaining unit. Moynihan said if the pending legislation is passed, this becomes moot, but it would be nice to know one way or another.

Hemery said there is certain criteria that has to be met before the Attorney General will issue an opinion. One such requirement is that Hemery has researched this and looked at it and his opinion is open or is a gray area. Hemery feels the question we are asking was answered in the 2013 case and accordingly he would have a hard time submitting this to the Attorney General.

Buckley said if we are not going to go to the Attorney General for an opinion, we will probably have to wait for the pending legislation and that could take forever. Hemery said his understanding of the legislation is that it would give the correction officers POP status without giving them collective bargaining rights. Moynihan said there is no fiscal impact for asking the Attorney General for an opinion. He said the other option would be to hold this until the legislature acts on the legislation. Gossage said there is hope there will be a public hearing in October and he plans to go to testify and he believes Streckenbach plans to testify as well. Buckley asked if we should look at allocating money in the 2018 budget for this if it goes through. Moynihan said this is paramount for these correction employees. The turnover may not necessarily be due to the protective status aspect, but from a peace of mind standpoint, the officers would have the ability to retire a little healthier and a little sooner than before. He does not have a problem spending for this, but it may end up being moot and he does not want to add dollars to the budget if it is all for naught. He said this really comes down to the will of the Board. Buckley said he would prefer to have the money appropriated with the worst case scenario being that we do not use it.

Clancy asked Hemery if a proposal could be made that we fund the protective status until the court stops it. A resolution could state that this is for the welfare and good of this specific group of people. Hemery responded the POP status would change several things if it is awarded. One thing is the percentage of the retirement contribution that the employer puts in and the employee puts in. Less money is put in for regular employees because they have to wait longer to retire, but for POP participants, a larger amount is put in because they retire at an earlier age. Clancy said he wants to give them the designation of POP, but not the bargaining rights. Hemery said his opinion is that once the correction officers are designated as POPs, they have everything they need to collectively bargain, but he noted it would be their decision because they would have to certify as a union.

Hemery continued that an ETF agent reports to the Employee Trust Fund Department the status of employees. Currently the ETF agent reports these employees as general municipal employees. If the Board were to make a determination that they are POPs, the ETF agent would have a duty to report that to ETF and that would trigger everything. He said the Board could decide to give the correction officers a significant raise that may address some of the monetary issues but not have anything to do with status. He feels what the correction officers are looking for is the right to retire earlier, given the strenuous nature of the job. Hemery said you cannot have it both ways; if the Board wants to compensate them, that can be done, but if they want to say they are POP participants, the ETF agent would have a duty to report that and then they could bargain.

Moynihan said if we set aside the dollars for correction officers, there could be a motion to reconsider the additional dollars for the three DAs that were added earlier in the budget portion of this meeting. He noted the DAs were added without any study. He agreed there is a need for more DAs, but said there would also be other things associated with that such as staff, space and jail implications.

Weininger said the levy limit is \$829,000 and we are down to \$572,000 with the proposals made earlier in the meeting. He said not setting aside dollars for this would be creating a larger structural deficit for next year. Buckley feels we should appropriate money this year and if we end up not using it, the funds can be used elsewhere. He agreed with Weininger that if we do not earmark money for this and then it goes through, it will create a bigger issue. Moynihan noted that although this Committee believes it is the right thing to do, the rest of the Board would also need to agree. He also noted this whole discussion would be moot if the legislation passes which would give correction officers protective status without creating a bargaining unit which is what his communication is seeking. Buckley would like to see a resolution to earmark money for this in the 2018 budget so that if the legislation is approved, it is funded. Weininger said the appropriate procedure would be to increase the levy at the Executive Committee and then put the money in general revenues where it would be held and then if it was not used, it would lapse. This would prevent a shortfall going into 2019. Buckley asked if it would be better to have a motion come out of this Committee at this time. Weininger said he would prefer a motion from this Committee but said the Sheriff's budget should be reconsidered at the same time to earmark money in general revenues for that.

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to reconsider the Sheriff's Department budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to set aside \$300,000 in general revenue for corrections officers' increase for protective service status based on state legislation. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to approve the Sheriff's Department budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

16. **Communication from Public Safety Chairman Pat Buckley: To have the Internal Auditor conduct a time study of the judicial process encompassing Sheriff's Office, the District Attorney and the Courts.**

*Although shown in the proper format here, this Item was taken together with Item 14.*

17. **Review Minutes of:**
- a. **Fire Investigation Task Force General Membership (June 1, 2017).**
  - b. **Local Emergency Planning Committee – LEPC (July 11, 2017).**
  - c. **Traffic Safety Commission (July 11, 2017).**
  - d. **Criminal Justice Coordinating Board (September 28, 2017).**

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to combine Items 17 a – d and receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

18. **Criminal Justice Coordinating Board Information Update – Judge Zuidmulder.**

*Although shown in the proper format here, Judge Zuidmulder addressed the Committee during Item 1 of the budget portion of this meeting.*

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Other

19. Audit of bills.

Motion made by Supervisor Evans, seconded by Supervisor Clancy to pay the bills. Vote taken. MOTION CARRIED UNANIMOUSLY

20. Such other matters as authorized by law. None.

21. Adjourn.

Motion made by Supervisor Evans, seconded by Supervisor Clancy to adjourn at 2:29 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Therese Giannunzio  
Recording Secretary

11

**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular and budget meeting of the Brown County Public Safety Committee was held on Wednesday, October 4, 2017 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

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**Present:** Chair Buckley, Supervisor Clancy, Supervisor Evans, Supervisor Zima, Supervisor Nicholson  
**Also Present:** Supervisors Moynihan, Sieber, Hoyer, Brusky, Gruszynski and Vander Leest, District Attorney David Lasee, District Attorney Office Manager Michele Andresen, Public Safety Communications Director Cullen Peltier, Emergency Management Director Jerad Preston, Medical Examiner Director of Operators Barry Irmen, Sheriff John Gossage, Chief Deputy Todd Delain, Accountant Donn Hein, Judge Walsh, Judge Zuidmulder, Judge Atkinson, Circuit Court Office Manager Michelle Wallerius, Clerk of Courts John Vander Leest, Financial Operations Manager Neal Basten, Technology Services Director August Neverman, County Executive Troy Streckenbach, Deputy Executive Jeff Flynt, Director of Administration Chad Weininger, Finance Director Dave Ehlinger, Senior Accountant Sandy Parmer, Internal Auditor Dan Process, Human Resources Director Kathryn Roellich, Human Resources Analyst Camille Stymiest, other interested parties and media.

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**I. Call meeting to order.**

The meeting was called to order by Chair, Pat Buckley at 11:04 am.

**II. Approve/Modify Agenda.**

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of September 6, 2017.**

Motion made by Supervisor Evans, seconded by Supervisor Clancy to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**\*\* BUDGET REVIEW \*\***

**Comments from the Public on Budget Items:** None.

**REVIEW OF 2018 DEPARTMENT BUDGETS**

**1. District Attorney: Review of 2018 department budget.**

*The District Attorney budget is set forth on Pages 85 – 90 of the Budget Book.*

District Attorney David Lasee and Office Manager Michele Andresen address the Committee. Lasee said what is presented is essentially a cost to continue budget. He referenced the proposal made at the last Criminal Justice Coordinating Board (CJCB) meeting to add additional District Attorney positions and how that would relate to jail overcrowding but noted that those positions are not included in the budget for 2018.

Supervisor Zima said everyone knows there is overcrowding in the jail and a backlog in the criminal justice system. The length of stay of jail has increased dramatically over past years. Currently Brown County is shipping 50 people out of the jail to other facilities in other counties. Zima recalled in the past the average length of stay in the jail was 30 – 40 days. He continued that the State is knowingly not funding at least nine positions on the DA's office which puts us severely behind the eight ball. Zima asked Lasee if additional positions were added, if those positions could be used specifically those cases in the jail that are lingering and causing the longer jail stays. He also feels there are other proactive actions that need to be taken as well as soon as possible. He asked Sheriff Gossage what his budget

was for boarding inmates in other counties and Gossage responded the amount is \$730,000. In 2016 the Sheriff's Department budgeted for boarding 10 inmates in other counties, that that has been increased to 50 for 2018. Zima said one option may be to cut the boarding budget and then apply the difference to hiring additional DAs to work specifically on the cases that have been lingering too long. Buckley said the Department of Labor has said we cannot hire temporary help anymore and further, this would be adding positions without actually studying what we need. He said this is the first thing that has come out of the CJCJ since he has been on the Board, but he said this is not really based on anything. He has a problem with the County throwing money at a problem without actually seeing how it is going to affect it. He noted that we have been putting over a million dollars towards mental health programs that were brought by a lot of the same people on the CJCJ, but a lot of that money is not being used for what it was intended for. Buckley said we cannot just add positions and say it is going to clean out the jail, we have to think about where we are going to come up with the money to give back to the Sheriff for his costs and we also have to think if this is going to clog up the court system and how that will be handled. Zima noted that the County was able to come up with the money the Sheriff needed this year and said a budget is nothing more than a best estimate. When something comes up that is not expected, we deal with it as it comes up. He feels a duty to the public to try to process the lingering cases faster and he feels it would help overall. Buckley questioned what facts Zima bases his opinions on.

Zima asked DA Lasee for his input. Lasee responded that one of many factors that lead to jail overcrowding is his office not being staffed properly. He said the current rotation they have with the courts is done with the understanding that the DA's office cannot staff more criminal courts. Six of the eight judges handle criminal matters, but the DA's office cannot staff more courts and this leads to a large number of criminal cases in the six branches and court congestion. If there were more prosecutors and more judges to handle the criminal case load cases could be moved through the system faster. Zima appreciated that Lasee wants to solve the problems and he does not want to sit here and say we are going to build a jail because we cannot solve a backlog problem in the courts and the DA's office. Buckley pointed out that there is a communication on the agenda to conduct a formal study on the processes and where they are bottlenecking and how each department is affected. He feels all the players have to be on the same page because all of the departments work together.

**Motion made by Supervisor Evans, seconded by Supervisor Zima to suspend the rules and take Item 18 together with this Item. Vote taken. MOTION CARRIED UNANIMOUSLY**

Judge Zuidmulder said Zima and Evans had this same conversation at the last Public Safety meeting and the Committee specifically asked the CJCJ to look at this issue. The CJCJ has been looking at this issue and studying it for the last 18 months and he noted that one of the citizen representatives is a businessman and concurs with all of the conclusions. This is not about whether a new jail is built or not; it is about the fact that this circumstance has now required a critical analysis of the whole system to see if there are areas in the system that on a short term can provide a financial benefit to the citizens of the county by improving efficiencies.

Judge Zuidmulder provided a handout, a copy of which is attached. He noted the County is spending \$50 per day for every inmate that is being shipped out. The number of inmates being shipped out fluctuates between 20 – 70 per day which will incur costs of \$360,000 - \$1.2 million dollars next year if the system continues to operate the way it is. The question the CJCJ looked at is if there are things that can be done within the current system to reduce the shipping of inmates and reducing that expenditure. He explained the process for someone when they come into jail is a bail hearing, get an attorney, trial and then sentencing. When looking at the whole system, it was found that there are 126 people sitting in the jail awaiting trial. Of those people, 68 have been there for more than six months. Supervisor Nicholson asked why they are sitting that long and Judge Zuidmulder responded that it is because jail has been set but they are awaiting trial.

Judge Zuidmulder continued that for a very long time the State has neglected its responsibility with regard to staffing. Neglect has set in because we have a bifurcated funding system for the criminal court system. The judges and court reporters are State employees, while the rest of the employees are County employees. There is no single funding person that listens to this is one of the reasons there has been a failure of the State to carry out its responsibility of properly staffing the DA's office. The DA has come to the judges over the years and said they could only staff a limited number of courts at a time so even though there may be judicial time available the DA's office can only handle a limited number. With a limited number of courts that can hear the criminal cases along with a limited DA staff, there is a big back up because people cannot get into the court system because of the staff shortage in the DA's

office. Judge Zuidmulder said his position is the DA's office is short in the area of trial lawyers. He is not necessarily concerned about the cases for the non-violent offenders that have never been arrested on that have not been issued on; he is critically interested in the money that is being spent to ship people who have been charged and sitting in the jail and if there is something that can be done about that. Conversations with the CJC and the DA have been that if the County were to fund positions that would be solely dedicated to trying the cases of those sitting in the jail to clear them out of the jail. Judge Zuidmulder said there may not be any fiscal impact to this at all because if the number of people being shipped is reduced by 25 – 30, it would probably be equal to or less than what it would be to fund two or three positions in the DA's office. It is the same money and we would be improving the criminal justice system. Judge Zuidmulder also noted that these people sitting in the jail are presumed innocent and they are not getting a chance to have their day in court. Many of those sitting in jail are on very high bails ranging from \$10,000 - \$1 million dollars. These are serious felonies and the probability that upon conviction they will be sent to the State prison system is very high. Judge Zuidmulder said the State of Wisconsin knows if the DA's office cannot try these people, they cannot be convicted and therefore cannot be sent to the State prison system.

Judge Zuidmulder said the DA believes that if he got three positions, his office could handle at least five jury trials per week. At this time, the maximum is two to three. This would double the number of trials and if this is in place by February 1, Judge Zuidmulder feels there would be a substantial reduction by August. He has had a judges meeting and covered this material with them and the response from the judges was that they realize there is a problem and are willing to cooperate fully and they will find time on their calendars to try cases. Buckley said that with all due respect, he has heard that there have been times where there are attempts to schedule trials, but schedules are full. The last thing we want to do is add three trial attorneys, only to have them unable to schedule trials because then we will be right back here asking for more judges. Judge Zuidmulder responded that the judges have agreed to do what they need to do so if they have to reassign cases from one branch to another, they will do that. Judge Zuidmulder could not tell specifically how many cases they could clear up in a year, but if it is assumed that priority is given to those people who are incarcerated and being held on bail for a trial, he would think the number could be cut in half, or by at least 32 – 34 people. Judge Zuidmulder also shared that Brown County is under-judged; the numbers from the State show Brown County should have two more judges than we do. If the Board tells the judges they need to make the cases of people sitting in the jail a priority, the judges will have to put the other cases such as small claims cases and family law cases off to direct attention to something that his costing the community \$50 per day per person being shipped out.

Zima asked if there was any possibility of bringing in a reserve judge to help with the backlog. Judge Zuidmulder said that likely would not work. If the Board would agree that these cases be given priority and agreeing that the community would have to understand that some of the other cases will have to take a backseat, the judges we currently have can do it efficiently and move it along. Zima said he does not want to see some other system become clogged up while we are trying to fix a different system and Judge Zuidmulder responded that in the short term, when talking about spending \$400,000 - \$500,000 on and on and on when there is an alternative to improve the system does not make sense to him. He was asked to look at a problem and come up with a solution and that is what he did. If the Board wants to listen and not do this, it is okay with him, but as a member of the community that was asked to do this in a position of public trust; he has presented the facts and a possible solution.

Zima asked if there are specific judges that would have an easier time accommodating these trials than others. Judge Zuidmulder responded that even under the vertical prosecution model currently being used, because of the staffing they can only do criminal matters every other week. The rest of the time they are sitting on civil matters, but if there were staff available in the DA's office, they could be trying cases in the six criminal branches every week. Lasee further explained that six of the eight judges do criminal matters. The other two judges do other things like family law and juvenile law and then they all split the civil matters equally. His office has asked the judges to maintain the six judges out of eight with criminal matters because they cannot staff all eight branches with the current staff in the DA's office. The DA's office has also asked the judges to do the criminal matters every other week because they cannot staff criminal courts every week. The feedback he has heard in judges meeting is that they would have time to take additional cases on their civil calendars, but Lasee has asked them not to do that because he cannot staff them. Lasee also noted that there are things defendants can do to manipulate the system to make sure they do not have their trials on time, but the DA's office does not fight defendants on delays like they could because they do not have the staff.

Judge Zuidmulder said there are 126 people sitting in the jail awaiting trial and his opinion is that each branch could potentially have 10 cases where the defendant wants to fire their attorney or in other circumstances where the trials cannot be held. If the judges could tolerate 10 of these cases in each branch, that is 60 cases which leaves the other 66 cases that are not being scheduled because of staff. Buckley asked Judge Walsh and Judge Atkinson if they would have room on their calendars to handle additional cases if additional DAs are hired. Judge Walsh responded that if there are additional DA's, you could go from six judges handling criminal matters, there could be eight working on criminal cases which takes the remaining cases and spreads them out differently. This would result in more judges tackling the criminal issues. Judge Zuidmulder said he believes the numbers are there and he believes the system, given the property application, can accomplish what needs to be done, and although there are no guarantees, he feels it cannot get any worse than it is now. Zima noted that on top of the daily boarding fee, there are also transportation costs that need to be factored in. Judge Zuidmulder said the judges do not have free time; they all have a civil calendar where they schedule things like civil trials and eviction matters and those matters settle before trial, which frees up space. He wants to make it clear that Brown County is under-judges according to the State's own numbers. The judges are saying that they can prioritize these criminal matters for a period of time to get things under control. Hopefully at some point the State will fund additional judges and appropriately staff the DA's office but in the meantime, we cannot just sit around and let the State cause us to spend public monies in a wasteful manner.

Buckley feels if 60 additional cases are added onto calendars that are already full, it is going to result a request for more judges to clear out the backlog in the judicial area. He feels strongly that at some point in time the State has to step up and take care of their responsibilities, but if the County keeps taking care of things for the State, the State is not going to do that. Judge Zuidmulder said the County cannot create a judgeship; all they can do is pass a resolution that says the County supports the legislature giving more judges, but he does not think getting additional judges is anything that is going to be coming soon.

Zima said from what he has read, the number of cases has really not substantially increased on top of the current problem, and with the larger population in the county, he feels the case load is going to start to increase and we have to do something to stop the needless flow of dollars. Judge Zuidmulder said the nature of offenses is getting worse and the offenses are become more and more serious and violent which result in the higher bails. This really needs to compel us to get the cases tried and get the inmates where they need to be. If they are going to get County jail time, but are granted Huber privileges, they can be moved out of the mail jail and into the Huber center. People sitting in jail on bail cannot be moved to the huber center where there are more options such as electronic monitoring.

Gossage said that something else that would need consideration is increased courthouse security if the number of trials is increased. Security would need to be bolstered for people that are in custody. Gossage is not able to give a clear cost estimate for this because it would have to be handled on a case by case basis, but it is something that needs to be taken into consideration.

Supervisor Clancy feels it is time to move ahead and do something constructive and if the judges are willing to do this and it is something that is going to help us in the long haul, hiring additional staff this is a no brainer. He complimented Zima for bringing this forward so that it does not keep getting pushed aside while we continue to send inmates out and said he would support hiring the additional staff that is needed.

Supervisor Evans said discussions on this topic at the CJCB have been interesting. IN talking about the bottlenecks, it seems like fingers get pointed all over the place. This is a complex issue and one of the CJCB reps, Bob Srenaski, talked about quantitative and time objections and measurements. We know there is a problem and we know we are building a pod onto the jail, but we do not know that an additional pod will alleviate this problem. Evans said this goes back to the severity of the crimes being committed and the identification of more people being in the jail with mental health issues. In addressing the bottleneck, it could be with the population of people committing crimes and not getting their mental health issues addressed, it could be with law enforcement that could potentially need more training in other ways to handle people with mental illness other than arresting them, or it could be that there are not enough prosecutors in the DA's office or the bottleneck could be coming from the judicial area. Evans trusts that Judge Walsh and Judge Zuidmulder are going to do whatever they can to help solve these bottlenecks. He also said he trusts the management at the jail on this but every day it is a juggling act. Evans looks at this from an organizational flow and in looking forward to fixing this, if it is known that we can alleviate some of the problems by having different parties come to the table and address this as a process. If we start by adding additional DA's, and

perhaps support staff and then rely on the judges and jail management, and we can continue to work through the flow. Evans supports hiring additional prosecutors and necessary support staff because right now it is the right thing to do. Evans said this is not necessarily going to solve the problem, but it will start to alleviate the problems. Without clearly defining the bottleneck, we cannot completely solve the problem. The hiring of additional prosecutors would be a good starting point. He acknowledged that it will cost money to hire staff, but all of the other alternatives will also cost money. The biggest item we should be concerned with is that we have 126 people sitting in the jail that have not been able to go to trial. This bothers him a lot because this is not the way this country works. People here are innocent until proven guilty and to have people sitting in jail who are presumed innocent is horrendous and a very bad way to operate a government and he is going to do everything he can to alleviate the problem.

Zima asked what the cost of support staff would be. Lasee said adding three attorneys would allow his office to staff all eight branches. They would also need one clerk typist and one legal assistant. Director of Administration Chad Weininger said the cost for three ADAs, one clerk typist and one legal assistant would be \$317,307.42. Zima asked if at least a portion of this could be deducted from the Sheriff's Department budget. Weininger said it would have to come either from the levy or from some other line item. Buckley asked if there are any dollars in the budget that are not already spoken for. Weininger said we had a really, really good year of equalized value, but we are currently within about \$800,000 of the levy limit, so after we hit that, we will not be able to take any additional equalized value above net construction. Zima asked if a logical way to handle this would be to put half on the levy and take the rest from the Sheriff's Department. Weininger said that splitting this part levy and part from the Sheriff's Department makes sense, but we have to be cognizant that there will be a very large operating expense with the jail is built and the money that has been set aside for the increase on transportation would help offset the increase for the operations, so we should be careful about cutting too much. Buckley noted that transportation costs are not going to end January 1, so we have to be careful how much to take out of that fund. Buckley would rather see the entire amount coming out of the \$800,000 of levy; then if we need to go into the Sheriff's budget later on, we can deal with that. Zima said the Sheriff has increased the boarding and transportation portion of his budget because he feels he needs it and this would just be reducing that increase based on the fact that we feel there will be a reduction in that area by implementing these changes and he wants to get something started.

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to add 3 ADAs, one clerk typist and one legal assistant at a cost of \$332,307.42 which includes equipment and chargebacks with half coming from the levy and the other half coming from the Sheriff's Department boarding of prisoners and transportation and that these positions be reviewed in the 2019 budget and that staff draft a resolution for the next Executive Committee meeting. Vote taken. Ayes: Zima, Clancy, Evans, Nicholson Nay: Buckley MOTION CARRIED 4 to 1**

Weininger said generally when positions are added and the fiscal effect is not definite, they contain a sunset clause and he asked if it was the Committee's intention to include a sunset on this that these positions will end if the anticipated results are not seen. Zima asked if this is something that could be handled through attrition. Weininger said that they look at all grandfathered positions. Zima said he feels these positions should be full time permanent positions. Judge Zuidmulder does not want to miss the point that Brown County is the fourth largest county in the state and we need to be lighting a fire under our representatives. The County should not have to be spending this money. Buckley agreed with Judge Zuidmulder and said the State needs to step up and do their job. Judge Zuidmulder said we need to get the point across to the State that this neglect is not something we can continue to let happen. The County now has to spend local dollars on a State function. Zima said Brown County is a huge minority in the State and everyone who has been around even a few years knows that. Milwaukee and Madison control the largest number of votes that decide what we get and what we do not get and they get all they want while Brown County gets crumbs. Judge Zuidmulder says we need to set a clear example of what we have to spend every month to fill the gap created by the State. Buckley sees part of the problem is that the County has already funded several positions and, in addition, because of the lack of State funding for DA's the State is able to manage the State prison population as well.

County Executive Troy Streckenbach said there are counties throughout the state that are looking at building jail space because of jail overcrowding. He recommended to the oversight committee to sunset this because Andre Jacque has a bill specifically for Brown County to add two more DAs. In addition, there has been a call from the WCA to add more DAs. Streckenbach continued that the County should not be doing the State's responsibilities and funding the positions we have already funded is setting a very bad precedent. Zima said we are not talking about State politics; we are talking about a real problem here and how to solve it and how to spend money more efficiently.



Streckenbach said he supports this conversation, but he is looking at not setting a precedent and said that he really would like to see a sunset on this.

Evans said the County has an arm in the State. As much as he appreciates Mr. Jacques, the budget is basically done and he can put in all the requests he wants, but Evans said the money is not going to come for several years, if at all. Evans agreed with Zima in that these positions should be permanent. We can show the State that we have needs and are being proactive. He feels we know the County government better than our State representatives and he has not seen the representatives really go to bat hard to get us anything.

Nicholson recalled that we did reach out to our State representatives a few years ago on this and he also recalled that Streckenbach has gone down to Madison to lobby on this. Streckenbach said both her and DA Lasee have gone to Madison to lobby. He explained that what was supported by the Association was pay progression. In every line of work that the County does, we are challenged to recruit and keep people. The DA's office has been in a predicament with regard to this for many years. He and Lasee went to Madison to advocate for more DAs. The legislative audit bureau says based on the case load, Brown County should have 12 – 14 additional DAs, but Streckenbach and Lasee asked for four. The reason Streckenbach suggested having a sunset on the motion is because there is a statewide conversation on this and he noted that the State has a biennial budget. He feels a statewide conversation needed to take place in terms of what regions in the state are going to do to address the overcrowding that is taking place in the jails across the state. If Brown County is able to showcase that we were able to move 60 – 70 people through and reduce the jail population, whether it is getting people who are innocent out, putting people on Huber or getting people sentenced, a statewide conversation will be generated to negotiate and try to get the State fund more DAs which should be our precedent. Streckenbach continued that in the event that the additional positions do not have the intended effect, when this comes up for review in our budget process, the numbers will tell us what to do next and it may ultimately become part of our overall system whether we are funding DAs for the State and this is not a precedent that we should be setting as a county. He wants to use these additional positions as an opportunity for us to be able to build a case to argue to the State that this is an issue statewide. If this is just to support Brown County's endeavors, we will have a hard time getting the state to give us additional DAs. A year from now when we are looking at these positions and deciding if we should keep them, we will look at the statistics and intelligently decide what to do next. Clancy feels whether these positions are permanent or sunsetted, we have to do something.

Buckley said he would have liked to have seen more about how this is going to work with the additional positions. He said it seems to be coming at the 11<sup>th</sup> hour and he is concerned that other positions we have added in the past that should be funded by the State have been paid for by the County and become permanent positions. He agrees with Judge Zuidmulder in that the State needs to pick up these costs, but he feels if we do get the three positions we are looking at, we will back here next year at budget time trying to figure out how to take care of the courts. He also questioned if the backlog of cases that still need to be charged is being addressed. Buckley said he is trying to look at the whole process overall.

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to suspend the rules to allow interested parties to speak. Vote taken. MOTION CARRIED UNANIMOUSLY**

**-Robert Srenaski, 3375 Sonata Drive, Green Bay, WI**

Srenaski informed he is a member of the CJC and he agrees with Buckley. He said that over time we have seen the jail population increase to the point where we are now spending money to ship inmates out and having to spend a great deal of money to add on to the jail and then staff it. Nobody has been able to say why the jail population has continued to increase when all of the crime stats and arrest stats have not increased. The problem is the system. The system is not the answer; it is the problem. The criminal justice system is inefficient and the people going into the system are staying longer and there are fewer coming out on the other end, but we do not know why. There is no one single thing that is going to reduce that but from his experience, if a system wide analysis is done and we begin to look at the time it takes to go through each step and then set some goals for reduction of those times, eventually over time the jail population will come down to where it is much more manageable and affordable. What has been proposed sounds like a great idea and makes sense, but it cannot be the only solution. There are inefficiencies throughout the whole system and each one of the components of the subsystem is like an administrative silo. They are all separate and doing the best they can with very competent people, but it is not a system. They do not share information electronically because there is not a data system that includes all of the silos

to look at where the inefficiencies are. He believes the jail population can be brought down because there does not seem to be a different reason why the population should have gone up. It appears to be system inefficiency.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to return to regular order of business. Vote taken. MOTION CARRIED UNANIMOUSLY**

Nicholson asked Sheriff Gossage about his initiative when he was elected Sheriff to aggressively attack crimes involving sexual predators and asked if this has any effect on the jail population. Gossage responded that it does and noted that the ICAC crimes and human trafficking crimes are felonious crimes which probably affect the jail population. DA Lasee added that those people get high cash bonds and mandatory minimum prison sentences.

DA Lasee did not have anything else to talk about with regard to his budget.

**Motion made by Supervisor Zima, seconded by Supervisor Clancy to approve the District Attorney's budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

**2. Public Safety Communications: Review of 2018 department budget.**

*The Public Safety Communications budget is set forth on Pages 97 – 103 of the budget book.*

Public Safety Communications Director Cullen Peltier and Emergency Management Director Jerad Preston addressed the Committee. Peltier informed they finally caught up with the maintenance costs for the radio system so there is a slight decrease in the budget. They have also been able to combine some of the maintenance agreements which also helped decrease the budget. Everything else remains status quo.

Evans referenced the succession plan referenced on page 98 of the budget book. He understands this is included because they are trying to be comprehensive, but he does not like policy included in budgets. He understands that this is included because they are trying to be comprehensive and there needs to be a policy if something needs to be funded. He likes succession planning for private businesses, but he has a very difficult time in government entities saying we are going to identify people in the department who will come up through the ranks, but we will still have job applications and interviews for the positions. He feels the term succession planning should be changed or taken out. He understands the intent and agreed with it wholeheartedly in the private sector, but he has a problem with it in public sector.

Peltier said what they are talking about is cross training and he is agreeable to changing the name of the initiative to cross training. He recalled having discussions on this in the past, but Emergency Management Director Jerad Preston was not privy to that and he reiterated that what it really would be is cross training.

**Motion made by Supervisor Evans, seconded by Supervisor Clancy to replace the words *Succession Plan* with *Cross Training Plan* under the Emergency Management Initiatives on Page 98 of the Budget Book. Vote taken. MOTION CARRIED UNANIMOUSLY**

Evans referenced the contracted services line on Page 103 of the Budget Book and noted that contracted services in 2017 was \$247 and now what is being proposed is \$12,795 and asked for an explanation. Peltier explained that that is the code red, the emergency alerting reverse 911 that was enacted in last year's budget. What is being budgeted for this year is for the third party vendor who sends out the mass app based notifications.

Evans also asked about the \$55,000 transfer out wages. Preston explained that relates to the HMEP planning grant and this is a plan that need to be updated every five years. It is the hazard mitigation grant they applied for through FEMA for the Brown County Planning Department to write the grant. Evans also asked what the rental space entry was for and Peltier said it is for rental space for tower equipment.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to approve the Public Safety Communications budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

3. **Medical Examiner: Review of 2018 department budget.**

*The Medical Examiner budget is set forth on Pages 91 – 96 of the budget book.*

Medical Examiner Director of Operations Barry Irmen reported the Medical Examiner's Office is in the best shape they have been in in the last couple of years which is a solid move forward. There is a small increase in the cost of the contract for services by Dane County and that is due to the number of projected additional autopsies based on the numbers over the last few years.

Unrelated to the budget, Evans asked about a situation that has recently come to his attention and he would like the policy on the record. The situation was that a funeral home picked up a body and for which they charged the County \$250. The funeral home that picked up a body then called another funeral home to come and get the body and then charged the second funeral home \$150 and told them it was county policy to charge them and Evans asked if that is indeed County policy. Irmen responded he did not know the circumstances of whether this was a home death or a death in a facility. He explained if the jurisdiction was going to be under the Medical Examiner's Office, they would contact the closest funeral home to move the decedent to St. Vincent. If the decedent was released from the scene, it is the family's choice to make a decision regarding a funeral home. Evans said he will get additional information on this so it can be discussed at the next Public Safety Committee meeting.

With regard to the medicolegal investigator that is being added and asked for a definition of medicolegal investigator. Irmen said that Committee and Board added staff earlier this year to get the office up to full staffing. A medicolegal investigator is an investigator that goes to death scenes and represents Brown County, Door County or Oconto County as the case may be. They do the scene examination, follow up with primary care providers and report findings to the doctors and that is how decisions are made about additional forensic investigations. Evans also asked about the medical examiner investigator listed on page 93 and noted there is not an FTE listed, but there is a cost of \$76,523. Irmen said that refers to the LTE staff. He explained the full time staff staffs the shifts except on Wednesdays which are staffed by LTE staff. The LTE staff is also used to fill in for vacations, holidays and sick times and to fill in when there are simultaneous calls. There are seven LTEs at this time, three of whom are in training. These are the backups to the office and in addition to filling in on Wednesdays; they fill in one-quarter of the entire rotation for coverage. Evans suggested in the next budget there should be a separate column for the LTEs. All of the employees of the Medical Examiner's Office work out of the Brown County Office.

**Motion made by Supervisor Evans, seconded by Supervisor Evans to approve the Medical Examiner's budget. Vote taken. MOTION CARRIED UNANIMOUSLY**

4. **Sheriff: Review of 2018 department budget.**

*The Sheriff's Department is set forth on Pages 104 – 114 of the Budget Book.*

Sheriff John Gossage, Chief Deputy Todd Delain and Accountant Donn Hein addressed the Committee. Gossage said the budget they presented to the County Executive contained an increase of \$107,000 for a mental health nurse. The current medical provider contract in the jail is with CCS and that contract was not providing enough triaging of some of the incidents and requests they receive. Gossage also said there will need to be an adjustment made to the boarding of prisoners' amount as he is being told the will be shipping 38.7 inmates per day, minus the \$166,000 based on the motion made in the DA's office. The jail does their due diligence every day to make sure they are not shipping inmates out unnecessarily and that they bring others back in as soon as they can.

The other component to that that is not in the budget but is something he mentioned earlier is the additional court security they will be needed in the branches. When the judges have a jury trial, a lot of times the inmate will not be shackled or handcuffed because the judges do not want to give that perception to the jury which requires additional security in the courtroom. It is very hard to quantify what will be needed, but he feels a conservative estimate for an increase in overtime, as opposed to adding to the table of organization, would be \$100,000 - \$200,000 which would allow at least 1500 additional hours. Chief Deputy Todd Delain said he has contacted Lt. Cuny at the courthouse and asked what would be needed in terms of security for additional branches and Cuny said overtime would skyrocket. He noted every time an inmate is moved from secure to the courthouse, they need to be escorted by an officer and staffing currently would not allow for that. Zima asked how much the Sheriff needs in his budget to cover additional

security; however, since this issue first came up during this meeting, numbers were not available. Gossage said the number of security officers is based on the judges' dockets.

Buckley feels it may be easier to leave the money in the Sheriff's Department budget that was deducted under the DA portion of this meeting and then take the DA money off the levy and then do an interdepartmental transfer to cover overtime if necessary. Gossage said he wanted to be sure the Committee knows that under the proposal for addition of DAs would bring added expenses to the Sheriff's Department. Zima asked what the typical cost is for courthouse security per case. Gossage said that a typical trial will last a full day which would need two deputies at the overtime rate of \$65 per hour roughly. Zima said if they increase the caseload by 60, the increase in overtime to staff those with courthouse security would be in the neighborhood of \$60,000.

**Motion made by Supervisor Zima, seconded by Supervisor Evans to add \$60,000 to Sheriff's overtime budget to compensate for increased overtime in handling more criminal cases in the courthouse and have the Sheriff bring specific numbers back for adjustment. Vote taken. MOTION CARRIED UNANIMOUSLY**

Gossage continued with his budget review and noted they still struggle with correction officers; however they recently went through interviews which resulted in some good candidates. At this time they are down 10 correction officers and he noted that so far this year they have lost 20 officers. Gossage said the industry average turnover is about 6 – 7% and Zima noted that Brown County appears to have turnover at closer to 20%. When asked about the turnover, Gossage said a lot of it has to do with overtime that is being expended. There are minimums that need to be maintained based on the number of inmates in the facility and correction officers are being forced to work overtime. In the last year good standing employees who have been working for 27 years, 17 years, 12 and 6 years have left. Some have gone to the school district making less money because they are tired of the overtime.

Evans asked exit interviews are done and Human Resources Director Kathryn Roellich responded they send exit interviews out to everyone who leaves the County and they are working to change the process to offer an off boarding process. She said she calculated the turnover for the last few years, however, it was noted that her records did not match the Sheriff's numbers.

Clancy asked if the turnover rates are common throughout the state. Gossage said that other counties are having the same issues and the protective status is a huge factor and some of the officers that are leaving are gravitating towards counties that have the protective status. Roellich gathered her information because she was aware that turnover has been a concern.

Evans referred to the notation on Page 105 which indicates that indirect costs have increased by about \$371,000 and he asked for an explanation. Gossage said they are given the amount for indirect costs from administration. Evans said it is interesting that there all of these expenses broken out, and then one of the largest expenses is indirect costs and there is no real explanation. Finance Director Dave Ehlinger said the indirect cost allocation plan is done by a vendor that comes and he noted that it does not affect the bottom line of the budget. The indirect cost allocation for every expense to the department is offset by revenue in general revenues making it levy neutral. Evans understood this but said his point is that it is a \$2 million dollar item and the explanation seems to be there is a revenue and expense that even out, but he wants more information. Ehlinger said the plan is large and he can give Evans a copy if he wants. He said basically it the allocation of administration, human resources, corporation counsel, facilities and maintenance and every department gets a portion of the charge based on things like square footage, number of computers, personnel counts and things like that; it is a large formula. Ehlinger said the purpose is to recapture revenue from departments that can do so. For instance, Child Support will recapture 66% of their charge and the Highway Department will recapture a portion of that from the charges to the State for their services. He said we have to be consistent that if we are charging one department, we have to charge all departments and he reiterated that it is levy neutral. Evans understands it is levy neutral, but his point is the Committee and the Board likes to see the management of the County. Ehlinger noted the costs for one year are based on the actual costs from the prior year. Buckley asked Ehlinger if he can have the information Evans wants prior to the budget meeting and Ehlinger responded that he will.

Evans referenced the inmate revenues on Page 111 and asked what the inmates are charged for. Gossage responded that inmates are charged \$20 per day and there is an additional charge of \$10 for nurse visits and that comes from an inmate's canteen account. Evans asked about the increased costs in the charges and fees Sheriff services and it was

indicated those are charges to private parties for things such as traffic control and event security at things like festivals, marathons and Packer games. Evans also asked about the daily cost per jail inmate covered by tax levy referenced on Page 104 and asked if there are other inmate related costs that are not covered by the levy. Hein said when you think of the gross cost of the jail and divide it by the number of inmates and then divide by 365 days. But there are revenues that are generated for things like fees, grant revenue and boarding revenue so those offset the expenses. What is left after that is what the levy covers. He calculates the gross expense, minus offsetting revenues and what is left is levy cost and then divide that by the number of inmates and then divide by 365 days. Evans noted a large increase from 2016 to 2017 and Delain said that is directly related to loss in revenues for things they do not control like phone sales.

Zima went back to the indirect costs in other department budgets and he noted that some had decreases in the indirect costs and he understands that where one goes down, another goes up but the increase in the Sheriff's indirect costs of 20% seems unusually high and he asked if there was concern about this. Gossage agreed that it went up significantly and said that a lot of this may have been attributed to Technology Services because they have different servers for the in squad recorders and mobile data computers and all of that data needs to be stored. Buckley recalled that the Sheriff Department recently had to increase their storage based on State requirements. Gossage will look more into the indirect costs and report any concerns.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to approve the Sheriff's Department budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

5. **Court System:** Review of 2018 department budget.

*The Court System budget is set forth on Pages 77 – 84 of the Budget Book.*

Chief Judge Atkinson, Clerk of Courts John Vander Leest, Financial Operations Neil Basten and Office Manager Michelle Wallerius presented the Court System budget. Judge Atkinson said based on what transpired earlier in the meeting with having more trials, the Courts would be short on the expenses related to jurors. He noted they pay jurors to come to Court, pay them mileage and they also feed the jurors. Given the increase of trials that will take place because of the additional ADAs, these costs will increase. Judge Atkinson estimated the increase to be somewhere between \$18,000 - \$30,000. He said that realistically not every case will go to trial, but there is no way to tell how many will actually go. Judge Atkinson explained that 50 people are summoned in for a trial and then of those, 12 will hear the case and there will be one or two alternates. Jurors who are not selected to serve on the jury receive \$16 and those who do get selected receive \$32 per day. Financial Operations Manager said the cost to bring in a jury for one day is about \$1000. If a trial goes more than one day, each juror and alternate receives \$32 for each additional day they serve.

**Motion made by Supervisor Zima, seconded by Supervisor Evans to increase the juror daily fee line by \$30,000 and increase the levy by \$30,000, Vote taken. MOTION CARRIED UNANIMOUSLY**

Judge Atkinson introduced Michelle Wallerius, the new Courts Office Manager to the Committee.

Clerk of Courts John Vander Leest said his budget is pretty much status quo. Evans observed on Page 83 that general property tax revenue in 2016 was \$732,231, then it dropped in 2017 and for 2018 it went back up to \$740,853 and he asked for an explanation. Vander Leest said that amount is given by the County Executive and administration. He continued that one of the items that has decreased is the guardian ad litem fees. There was \$440,000 in the 2017 amended budget and that was adjusted down in 2018 to \$400,000. They have been aggressive in holding hearings for non-payment of GAL fees and the revenue is closer to the \$400,000. Evans noted the property taxes are going up and that is how departments are judged. Buckley said it appears that Vander Leest is just being more realistic with the numbers and in the past there have been a lot of lofty goals in their budget and he would rather see things closer to realistic. Vander Leest responded that the Clerk of Courts was \$330,000 over budget at one time and that number has been reduced to less than \$60,000 and he feels this year they will even get it lower. Evans referred to the attorney fees on Page 84 and asked what that was for. Vander Leest responded that that refers to court appointed attorneys on criminal cases. Judge Atkinson further explained that under Wisconsin and Federal law, if a person does not qualify for a public defender because they are slightly above the guidelines but still does not have cash to pay a retainer for a private attorney, the Court must appoint an attorney for that person and the County has to pay. The

County pays the court appointed attorneys \$70 per hour which is substantially less than the standard fee. The defendant is required to pay the Court back, but it is often through a wage assignment.

**Motion made by Supervisor Nicholson, seconded by Supervisor Clancy to approve the Court System budget as amended. Vote taken. MOTION CARRIED UNANIMOUSLY**

*The budget review portion of this meeting concluded at 1:13 pm and was followed by the non-budget Items.*

Respectfully submitted,

Therese Giannunzio  
Recording Secretary

**PROCEEDINGS OF THE BROWN COUNTY  
LOCAL EMERGENCY PLANNING COMMITTEE – LEPC**

Pursuant to Section 19.84, Wis, Stats. A meeting of the **Brown County Local Emergency Planning Committee** was held on Tuesday, September 12th, 2017 @ 13:34 at Brown County EOC.

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PRESENT: Adam Butry, Jerad Preston, Russ Phillips, Justin Hewitt, Steve Johnson,  
Lauri Maki

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- CALL MEETING TO ORDER:

The meeting was called to order by Jerad Preson 1:34.

- APPROVAL OF AGENDA:

Approved by Russ Phillips, 2<sup>nd</sup> by Steve Johnson

- APPROVAL OF MINUTES:

Approved by Adam Butry, 2<sup>nd</sup> by Steve Johnson

- COMMITTEE REPORTS:

- A. EXECUTIVE COMMITTEE

- Nothing to report

- B. PUBLIC INFORMATION AND EDUCATION (PIE) COMMITTEE

- Nothing to report

- C. PLANNING COMMITTEE

- Nothing to report

- OTHER REPORTS:

- A. ARES/RACES UPDATE

- Nothing to report

- B. RECENT SPILLS

- June 30<sup>th</sup>, 750 ft NE of Broadway/Mason, GB, Petroleum, unk
    - July 12<sup>th</sup>, GB Packaging, 1601 N Quincy, GB, Petroleum, unk
    - July 17<sup>th</sup>, Arms Shredding, 400 Lewis, DP, Hydraulic, 40 Gal
    - July 18<sup>th</sup>, Fox River Fiber, 1751 W Mathew, DP, Process Water, 200 Gal
    - July 19<sup>th</sup>, WPS, 1301 Waube Ln, GB, Transformer Oil, unk
    - July 28<sup>th</sup>, Fox River Fiber, 1751 W Mathew, DP, Process water, 200 Gal
    - Aug 3<sup>rd</sup>, WPS, 1110 Schweiner, Denmark, Mineral Oil, 12 GAL
    - Aug 8<sup>th</sup>, Kevin Collins, 3489 Hill Rd, Greenleaf, manure, 150 Gal
    - Aug 12<sup>th</sup>, Dennis Dozgcic, 41/Fernando, Ashw, Diesel, unk

1a

- Aug 15<sup>th</sup>, unk, 115 feet E of Elmro/Fair, Greenleaf, manure/wastewater, unk
- Aug 25<sup>th</sup>, unk, 2771 Finger Rd, GB, Diesel, unk
- Sept 4<sup>th</sup>, WPS, 1046 Gray Ct, GB, Mineral Oil, 25 Gal
- Sept 6<sup>th</sup>, Al Pagel, S side of HWY 29 @5668 HWY 29, Eaton, Diesel, 5 Gal
- Sept 8<sup>th</sup>, GLC Integrated, 670 ft NW of Bylsby/415 ft SE of Hurlbut, GB, Grain, unk

C. PUBLIC/PRIVATE PARTNERSHIP

- No report

D. EM REPORT

- Jerad Preston Discussed airport exercise and the hazard mitigation planning grant committee. Also discussed SuperValu Exercise

- PUBLIC COMMENT

- No public comment.

- LEPC ROUND TABLE:

- Russ Phillips (SuperValu)
  - Discussed tabletop exercise
  - New cooler completed at facility
- Adam Butry (St V's, St Mary's)
  - Airport Exercise
  - Nov 17<sup>th</sup> new CMS emergency preparedness regulations in effect
- Justin Hewitt (GB Water)
  - Discussed houses still needing lead pipes fixed
  - Discussed programs to help financially
- Steve Johnson (Health & Human Serv)
  - Issued press release for West Nile Virus

- SUCH OTHER MATTERS AS AUTHORIZED BY LAW

None

- ADJOURN

**A MOTION WAS MADE BY ADAM BUTRY TO ADJOURN AT 1415. RUSS PHILLIPS SECONDED. Vote taken, MOTION CARRIED UNANIMOUSLY.**

Respectfully submitted,

Lauri Maki  
BCEM

1a


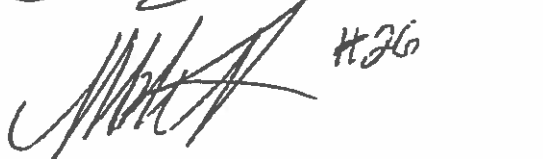


9-20-17

To Public Safety:

To include in the 2018 budget  
up to \$150,000 to RFP  
for services to find efficiencies  
in our criminal justice system.

Ken He #1

 #18  
 #26



5d

**BROWN COUNTY  
BOARD OF SUPERVISORS  
COURT HOUSE  
GREEN BAY, WISCONSIN**

**BROWN COUNTY BOARD OF SUPERVISORS**

Meeting Date: 10/1/17  
Agenda No. : \_\_\_\_\_

Motion from the Floor

I make the following motion: Public Works

As the State is responsible for funding the District Attorney office & County. I'm requesting Brown County pass a resolution requesting the State to fully fund the District Attorney's office attorneys, assistant attorneys, clerks, judges and all supporting staff as this will help with the overcrowding of the jail. I further request Brown County to contact other Counties to join in the above request.

Signed: Kathy Lefebvre

District No.: 6

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

3

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date:

November 1, 2017

Committee:

Public Safety, Executive

Motion from the Floor/Late Communication

I make the following motion/late communication:

This is my request that the Brown County  
Board of Supervisors write a resolution to the  
Wisconsin State Legislature in support of  
Assembly Bill 502 that would create and  
fund 20 assistant district attorney positions,  
of which Brown County would receive  
two positions.

Signed:

Jan Brusky

District No.

14

(Please deliver to County Clerk after motion is made for recording into minutes.)



Turning  
Brown

Green

4

December 13, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentleman:

**OPIOID LITIGATION RESOLUTION**

**WHEREAS**, Brown County ("County") is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

**WHEREAS**, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Wisconsin and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic ("Opioid Epidemic"); and

**WHEREAS**, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

**WHEREAS**, the National Institute for Health has identified the manufacturers of certain of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic by virtue of their aggressive and, according to some, unlawful and

unethical marketing practices; and

**WHEREAS**, certain of the opioid manufacturers have faced civil and criminal liability for their actions that relate directly to the rise of the Opioid Epidemic; and

**WHEREAS**, County has spent what may amount to millions in unexpected and unbudgeted time and resources in its programs and services related to the Opioid Epidemic; and

**WHEREAS**, County is responsible for a multitude of programs and services, all of which require County to expend resources generated through state and federal aid, property tax levy, fees and other permissible revenue sources; and

**WHEREAS**, County's provision of programs and services becomes more and more difficult every year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet County's ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and federal aid to County; and

**WHEREAS**, all sums that County expends in addressing, combatting and otherwise dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and services that County provides to County citizens, residents and visitors; and

**WHEREAS**, County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing,

combatting and otherwise dealing with the Opioid Epidemic; and

**WHEREAS**, County has engaged in discussions with representatives of the law firms of von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) related to the potential for County to pursue certain legal claims against certain opioid manufacturers; and

**WHEREAS**, County has been informed that the Law Firms have the requisite skill, experience and wherewithal to prosecute legal claims against certain of the opioid manufacturers on behalf of public entities seeking to hold them responsible for the Opioid Epidemic; and

**WHEREAS**, the Law Firms have proposed that County engage the Law Firms to prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would not be compensated unless County receives a financial benefit as a result of the proposed claims and the Law Firms would advance all claim-related costs and expenses associated with the claims; and

**WHEREAS**, all of the costs and expenses associated with the claims against certain of the opioid manufacturers would be borne by the Law Firms; and

**WHEREAS**, the Law Firms have prepared an engagement letter, which is submitted as part of this Resolution (“Engagement Letter”) specifying the terms and conditions under which the Law Firms would provide legal services to County and otherwise consistent with the terms of this Resolution; and

**WHEREAS**, County is informed that the Wisconsin Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist

the Law Firms, County and other counties in the prosecution of claims against certain of the opioid manufacturers; and

**WHEREAS,** County would participate in the prosecution of the claim(s) contemplated in this Resolution and the Engagement Letter by providing information and materials to the Law Firms and, as appropriate, the Wisconsin Counties Association as needed; and

**WHEREAS,** County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside Wisconsin in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

**WHEREAS,** by pursuing the claims against certain of the opioid manufacturers, County is attempting to hold those persons and entities that had a significant role in the creation of the Opioid Epidemic responsible for the financial costs assumed by County and other public agencies across the country in dealing with the Opioid Epidemic.

**NOW, THEREFORE, BE IT RESOLVED** that the Brown County Board of Supervisors hereby authorizes and agrees to have the County execute and be bound by the Engagement Letter, hereby authorizes and directs that the appropriate officer of the County execute the Engagement Letter on behalf of the County, hereby directs that County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby authorizes and directs all County personnel to cooperate with and assist the Law Firms in relation thereto; and

**BE IT FURTHER RESOLVED** that the County Clerk shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Wisconsin Counties Association, 22 E. Mifflin Street, Suite 900, Madison, Wisconsin, 53703.

*Fiscal Note: The resolution does not require an appropriation from the General Fund. County is insured for counter lawsuits over \$250,000.00.*

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

\_\_\_\_\_  
TROY STRECKENBACH  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by: Corporation Counsel

Approved by: Corporation Counsel



BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

CORPORATION COUNSEL

*Brown County*

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006  
FAX (920) 448-4003  
David.Hemery@co.brown.wi.us

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** 11-21-2017  
**REQUEST TO:** Public Safety Committee; Administration Committee; Executive Committee; and County Board  
**MEETING DATE:** 11-29-2017; 11-29-2017; 12-04-2017; and 12-13-2017  
**REQUEST FROM:** David P. Hemery  
Corporation Counsel

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** OPIOID LITIGATION RESOLUTION

**ISSUE/BACKGROUND INFORMATION:**

Resolution to authorize bringing lawsuit with other counties in the State of WI and the Nation against opioid manufacturers, as provided in Resolution and associated documents.

**ACTION REQUESTED:**

Passage of Resolution.

**FISCAL IMPACT:**

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$Nominal mailing cost, and hard to estimate cost of employee time regarding providing information to attorneys
  - b. If part of a bigger project, what is the total amount of the project?  
\$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account?
    2. If no, how will the impact be funded? Employee time already budgeted, and mailing cost is nominal

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

5



September 25, 2017

VIA EMAIL

Brown County  
c/o Patrick Moynihan, Jr., Board Chair  
Troy Streckenbach, County Executive

**RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers***

Dear Brown County Officials:

The purpose of this letter ("Engagement Letter") is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively "Counsel") will provide legal services to Brown County ("County") in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively "Opioid Manufacturers"). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

#### SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers ("Lawsuit") upon the terms and conditions set forth herein.

#### RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County's inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers ("National Law Firm") and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel

and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

#### **ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT**

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County

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disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c. respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being

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advised of the circumstances of the potential or actual conflict and County has provided informed consent.

## **FEEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES**

### **A.     Calculation of Contingent Fee**

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

### **B.     Nature of Contingent Fee**

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

### **C.     Disbursement of Recovery Proceeds to County**

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law

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Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

#### **TERMINATION OF REPRESENTATION**

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

#### **SETTLEMENT**

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

#### **NO GUARANTEE OF RECOVERY**

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

#### **LIMITED LIABILITY**

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von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

#### **COMMUNICATION BY E-MAIL**

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

#### **FILE RETENTION AND DESTRUCTION**

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

#### **MISCELLANEOUS**

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

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## CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

**von BRIESEN & ROPER, s.c.**



Andrew T. Phillips

**CRUEGER DICKINSON LLC**



Erin K. Dickinson

**SIMONS HANLY CONROY LLC (Acknowledged)**

Paul J. Hanly, Jr.

BROWN COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

cc: Corporation Counsel



Crueger  
Dickinson

von Briesen

von Briesen & Roper, s.c. | Attorneys at Law



# COMBATting THE OPIOID EPIDEMIC

LITIGATION ON BEHALF OF COUNTY GOVERNMENTS



# THE OPIOID EPIDEMIC: A PUBLIC HEALTH CRISIS

Opioid addiction and abuse have reached epidemic levels over the past decade. Indeed, on March 22, 2016, the FDA recognized opioid abuse as a "public health crisis" that has a "profound impact on individuals, families and communities across our country."<sup>1</sup>

In the last decade, the epidemic has exploded. From 1999 to 2013 the amount of opioids dispensed in the United States quadrupled.

In 2013, nearly 207 million opioid prescriptions were written. A year later, that number grew to 259 million.

Those sales are big business for the pharmaceutical companies that manufacture and sell opioids including Purdue, Teva, Janssen, Cephalon and Endo (referred to as "Pharma"). In 2015 alone, the sale of opioids generated nearly \$10 Billion in revenue for Pharma.

Sales and profits have grown dramatically over the past several decades.

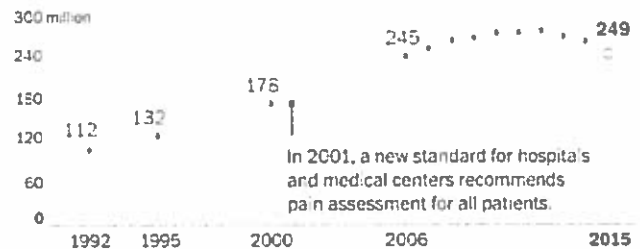


From 1999 to 2013,  
the amount of  
prescription  
opioids dispensed  
in the U.S. nearly  
**quadrupled.**

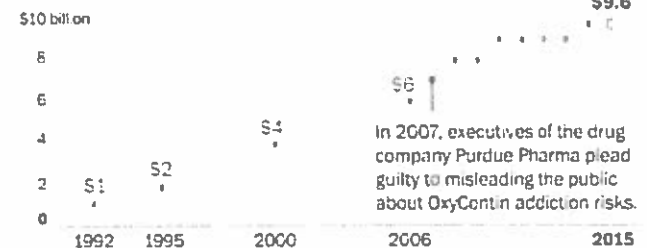
## Tracking opioid use and sales

The opioid-drug market has grown dramatically over the past 25 years.

### Total prescriptions filled in the United States



### Total U.S. sales



Source: IMS Health<sup>2</sup>

THE WASHINGTON POST

<sup>1</sup> <http://www.fda.gov/newsevents/newsroom/pressannouncements/ucm491739.htm>

<sup>2</sup> [https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2015/10/15/181a529c-8ae4-11e6-bf6c-d53f532f176e\\_story.html?utm\\_term=.2d1327bf53ae](https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2015/10/15/181a529c-8ae4-11e6-bf6c-d53f532f176e_story.html?utm_term=.2d1327bf53ae)

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This spike in sales has had devastating and catastrophic effects. 2015 Data from the National Survey on Drug Use and Health showed that in the year 2013 over a third of the people in the United States had used prescription opioids with a significant number suffering from addiction as a result.

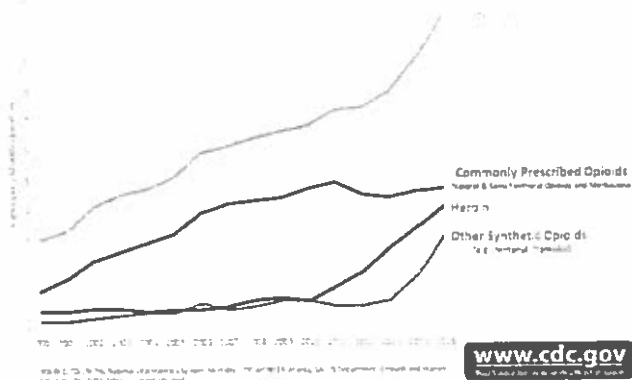
**37.8%** Americans used  
prescription opioids  
(91.8 MILLION PEOPLE)

**4.7%** misused them  
(11.5 MILLION PEOPLE)

**.8%** had a use disorder  
(1.9 MILLION PEOPLE)

Additionally, deaths from opioids dramatically spiked with increased sales

Overdose Deaths Involving Opioids, United States, 2000-2015



As described below, these dramatically increased sales and the spike in abuse and resultant deaths directly corresponds to Pharma's decision to market opioids for long-term use despite their known addictive effects.

#### PHARMA'S ROLE IN CREATING THE OPIOID EPIDEMIC

Opioids were historically used to provide effective treatment for short-term pain management. Controlled studies of the safety and efficacy of opioids were limited to short-term use. Pharma knew the limitations of the controlled studies. However, Pharma knew that profits could sky rocket if they were able to market and sell opioids for long-term use, including to treat chronic pain. In order to expand their market and achieve a dramatic increase in profits, Pharma decided to create a false marketing campaign designed to give the medical community and the public the false impression that opioids were safe and efficacious for long-term use. This false marketing campaign began in the late 90s, but exponentially increased starting in about 2006 and continues to the present.

Pharma was successful.

#### SINCE 1999

Prescription sales of  
opioids have **quadrupled**

#### IN 2010

**254 million** opioid  
prescriptions were written

#### IN 2013

**37.4%** of the population  
had been prescribed  
Opioids

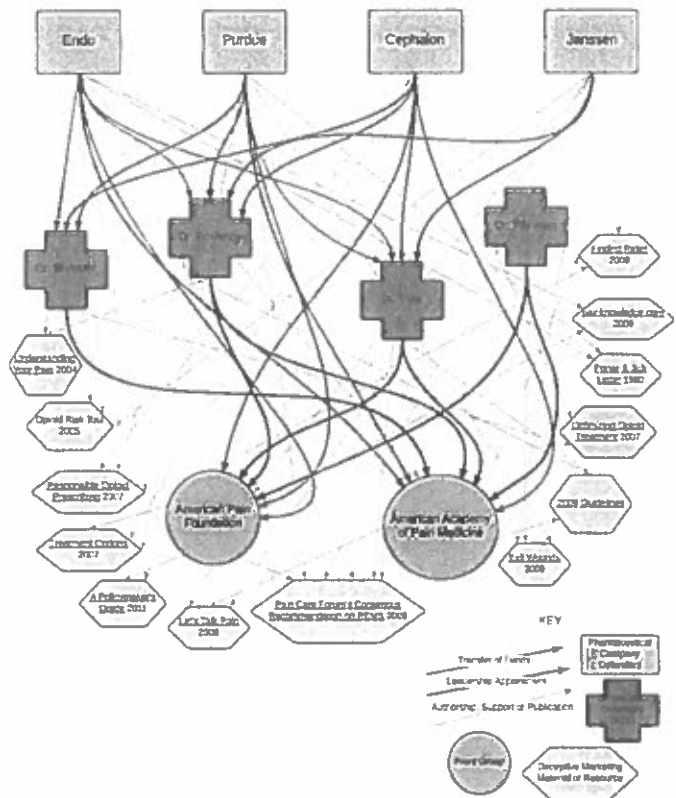


The result was a public health crisis that has had a profound impact on individuals, families and communities across the country

The National Institute for Health ("NIH") identified Pharma as directly responsible for this crisis. In 2015, the NIH found that "several factors are likely to have contributed to the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and aggressive marketing by pharmaceutical companies."<sup>3</sup>

That "aggressive marketing campaign" included distorting medical and public perception of existing scientific data to create the false impression that opioids were safe and efficacious for long-term use. To accomplish this, Pharma poured money into generating articles, continuing education courses, sales groups and advocacy groups to create a phony "consensus" supporting the long-term use of opioids. Pharma and a select group of doctors and "front groups" banded together to create false legitimacy and the impression that these drugs were safe and efficacious for long-term use.

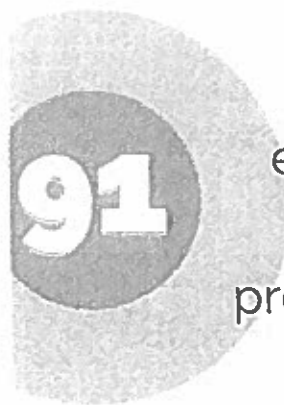
The following graphic depicts how this worked



County of Suffolk v. Purdue Pharm. L.P. et al., Case No. NYSCEF 613760/2016  
Doc. No. 2 E \* A

#### WHY DID PHARMA DO THIS?

The answer is simple. Pharma made blockbuster profits. In 2012 alone, Pharma raked in \$8 Billion from the sale of opioids. Purdue alone made \$3.1 Billion from the sale of the opioid Oxycontin.



91 Americans die  
every day from an  
**opioid overdose**  
(that includes  
prescription opioids  
and heroin).

<sup>3</sup> <https://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2016/americas-addiction-to-opioids-heroin-prescription-drug-abuse>



Not only has the Pharma industry profited from selling opioids but companies have also profited from treating the effects. As illustrated in a recent Washington Post article, the profits have been enormous

### Drugs to treat the effects of drugs

The nearly \$9.6 billion industry around opioid pain management has begotten a number of new billion-dollar markets for addiction, overdose and side effects such as constipation.

#### Opioid painkillers

2015 U.S. sales



#### Drugs that treat

Addiction  
2014 U.S. sales

\$1.4  
billion

Overdose  
Estimated

\$1.3  
billion

Side effects  
Estimated

\$1.9 billion to  
\$4.8 billion

Sources: IMS Health, Credence Research, Transparency Market Research, One Equity Research<sup>4</sup>

THE WASHINGTON POST

been covering the opioid epidemic and resulting litigation. (Several recent examples have been included in the attached Appendix, Tab 2)

### HOLDING PHARMA ACCOUNTABLE: CLAIMS

Lawsuits seek to hold opioid manufacturers accountable for the costs communities incur as a result of the opioid epidemic

Lawsuits have alleged that Pharma and a select group of doctors worked together to create a false impression of the safety and efficacy of opioids for long term use. Allegations are that Pharma and the doctors misled the medical community and consumers into believing that opioids were non-addictive and were a viable option for treatment of chronic pain. Legal claims have included

- Misrepresentation
- Consumer Fraud/Violation of Consumer Protection Statutes
- False Advertising
- Nuisance
- Civil RICO

Different cases have taken different approaches, but the facts and allegations are similar. A sample of one of the Complaints filed by Suffolk County, New York is included in the attached Appendix (Tab 3)

### COUNTIES BEAR THE COSTS

While Pharma was raking in profits, county governments have been forced to spend a significant amount of money combatting this epidemic. Costs to counties include health care costs, addiction and treatment costs, social costs, programming, training and education costs, criminal justice and victimization costs and lost productivity.

### COUNTIES AND STATES FILE LAWSUITS

A number of government entities have brought litigation against the Pharma companies for their role in creating the Opioid Epidemic. This includes the State of Kentucky, the State of Ohio, the City of Chicago and counties in New York, West Virginia and Illinois. More and more cases are filed every week. A chart summarizing the current litigation is attached in the Appendix hereto (Tab 1). Additionally, major news outlets have

<sup>4</sup> [https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae1-11e6-b7c3-d53f592f176e\\_story.html?utm\\_term=.2d13279f59ae](https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-8ae1-11e6-b7c3-d53f592f176e_story.html?utm_term=.2d13279f59ae)

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## WHAT ARE THE DOLLAR FIGURES?

While it is still early in the investigation into the exact costs to counties, states and municipalities, costs of the Opioid Epidemic are staggering. Indeed, in 2016 researchers from the CDC estimated the annual economic burden of prescription opioid abuse in the U.S. at \$78.4 Billion. The study further broke down this cost as follows:

### LOST PRODUCTIVITY

**\$42 Billion (53.3%)**

### HEALTH INSURANCE

**\$26.1 Billion (33.3%)**

### CRIMINAL JUSTICE

**\$7.6 Billion (9.7%)**

### SUBSTANCE ABUSE TREATMENT

**\$2.8 Billion (3.6%)**

While the CDC study did not attempt to estimate damages to county governments, the economic impact is significant and, to date, unreimbursed by Pharma.

5 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose Abuse and Dependence in the United States, 2013. *Medical Care*. October 2016; 54(10): 901 - 906

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## FREQUENTLY ASKED QUESTIONS



### WHAT IS THE OPIOID LITIGATION AND WHY DOES IT AFFECT COUNTIES?

State and local governments around the country have begun to file lawsuits against several major manufacturers (Purdue, Janssen, Endo, Cephalon and others) referred to as "Pharma" for their role in creating the Opioid Epidemic. These manufacturers flooded the market with highly addictive drugs, claiming they were safe and efficacious for long term use, manufactured studies to support these false claims and knowingly misrepresented the addictive nature of these drugs. As a result of these misrepresentations, millions of Americans' lives have been impacted or destroyed (commonly referred to as the "Opioid Epidemic"). The Opioid Epidemic has in turn imposed huge costs on both county and state governments around the country including health care costs, substance abuse, treatment and prevention costs, criminal justice costs and productivity costs.



### WHAT IS THE ECONOMIC IMPACT OF THE OPIOID EPIDEMIC?

While it is still early in the investigation, studies have analyzed the economic impact of the Opioid Epidemic. In the most recent major study, published in 2016 by CDC researchers, the annual estimated economic burden of prescription opioid abuse in the United States was determined to be \$78.4 Billion. Of that number the economic impact broke down as follows:

#### LOST PRODUCTIVITY

**\$42 Billion (53.3%)**

#### HEALTH INSURANCE

**\$26.1 Billion (33.3%)**

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**\$7.6 Billion (9.7%)**

#### SUBSTANCE ABUSE TREATMENT

**\$2.8 Billion (3.6%)**

Predictably, as the epidemic has worsened, so has the economic burden. Indeed, a similar study in 2007 found the annual economic impact was \$55.7 Billion. And a recent 2017 study funded by the U.S. Department of Health and Human Services found that more than one third of U.S. civilian, noninstitutionalized adults reported prescription opioid use, with substantial numbers reporting misuse and use disorders. As the problem has worsened since 2013, it is expected that the impact has correspondingly worsened.

<sup>6</sup> Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*. October 2016; 54(10): 901 - 906.





#### **WHAT IS THE GOAL OF THE OPIOID LITIGATION?**

To hold Pharma responsible for their role in creating the Opioid Epidemic and to return to the counties the money spent battling the epidemic and the expense of other critical programming. While it is unrealistic to think that the lawsuit will solve the problem, Pharma should be responsible for funding solutions to a problem they created.



#### **WHAT KINDS OF COSTS WOULD A LAWSUIT SEEK TO RECOVER?**

The counties would seek repayment for the costs they have expended related to the Opioid Epidemic. Those costs include but are not limited to:

- County funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment, hospitalizations, etc.
- County funded programs for residents for prevention, treatment, health visits, substance abuse programs etc.
- Criminal Justice and law enforcement costs associated with opioids.
- Loss of county employee productivity related to opioid abuse and addiction.
- General societal mayhem and opioid related death costs.



#### **WHAT IS THE REASON THE COUNTIES SHOULD GET INVOLVED IN THE OPIOID LITIGATION?**

The only way to recover any of the significant costs the counties have faced as a result of Pharma's role in the Opioid Epidemic is to bring suit. Any county that does not get involved risks receiving no recovery. While recovery in this type of litigation is not certain, one certain way to get nothing is to stay out of the litigation.



#### **WHAT IF THE COUNTIES DO NOT GET INVOLVED?**

Counties who do not get involved will not get a recovery in the event that there is one.



#### **WHO WILL PAY FOR THE LITIGATION?**

The counties will not be asked to bear the costs of the Opioid Litigation. The law firms proposing to represent the counties will work on a contingent fee basis (only getting paid out of a portion of the recovery if there is one) and bearing all costs of the litigation.



#### **WHAT WILL BE EXPECTED OF A COUNTY BRINGING SUIT?**

Counties bringing suit will be expected to participate in some significant ways, the most major of which is document collecting and information gathering to support the county's claim for costs associated with the Opioid Epidemic. The team of private attorneys will work on site with county employees to help identify, gather and assemble this information, however, county employee time will also be necessary. Affected departments will likely be Health and Human Services, Human Resources, Medical Examiner/Coroner, District Attorney's Office, Office of the Sheriff, Circuit Courts, Department of Administration.



#### **WHAT IS THE REASON TO COORDINATE EFFORTS ACROSS COUNTIES IN THE LITIGATION?**

It will be very important to coordinate efforts both among counties in each state and between counties nationally. Government entities will face a well-financed, well-funded and coordinated defense from Pharma. Unless a critical mass of counties not only file suit and coordinate efforts, it is a safe bet that Pharma will simply continue to fight each individual case without contemplating a resolution.



#### **WILL THE STATE BE INVOLVED AND HOW WILL THAT IMPACT THE COUNTIES AND THEIR ABILITY TO RECOVER?**

The State of Ohio has brought suit and other states are contemplating suit. It is safe to assume that state governments will bring similar suits. The states and counties will have separate damages, however, and the counties should be able to recover even if the states bring suit. As the tobacco litigation demonstrated, there is no reason to expect that the counties can simply let the states file suit and wait for their portion of the states' recovery. The best way for the counties to protect their interests is to pursue their own litigation.

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## CATEGORIES OF INFORMATION SUPPORTING COUNTY COSTS

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### COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES/SOCIAL SERVICES/COMMUNITY PROGRAMS

Information regarding child welfare costs, out of home placements, community education, outreach and prevention, opioid abuse treatment, education of medical professionals, and costs associated with such programs

Information regarding county funded (for residents/indigents) opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs, days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis and Medicaid claims. Information regarding opiate treatment programs, funding for opiate treatment programs, inpatient and outpatient treatment data, cost of drugs for opiate treatment programs, insurance information for treatment and relapse information. Information from delinquency and court services regarding opioid-related interventions and programs designed to curb or prevent opioid use

### DEPARTMENT OF HUMAN RESOURCES

Information regarding county funded employee opioid-related office visits, toxicology screenings, inpatient therapy, medical claims, medical diagnosis, pharmacy claims, emergency department visits, emergency department claims, opioid treatment programs, days missed from work for opiate treatment or offenses, prescription drug plans, mental health screenings, mental health hospital visits, mental health diagnosis

Information regarding county employees' opioid-related disability claims, funding used for substance abuse, workers compensation claims, and mental health treatment

### MEDICAL EXAMINER/ CORONER

Information regarding the number of opioid overdose deaths, costs associated with those deaths

### JUSTICE SYSTEM IMPACTS

Information regarding the prosecution of opioid-related crimes committed within the county and the impacts on the justice system

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**OFFICE OF THE SHERIFF/  
COUNTY JAIL**

Information regarding opioid-related arrests and charges, illegal trafficking data, prescription-related DWI's, incarceration records, probation records, drug court data, sheriff/deputy overtime data regarding opioid-related offenses, data from Narcan program, sheriff/data resources data dedicated to heroin epidemic including prevention, emergency dispatch data, repeat offender data, involuntary treatment programs, emergency dispatch data. Information regarding costs associated with housing inmates with addiction arrests, requiring addiction treatment programs

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**DEPARTMENT OF  
ADMINISTRATION**

Information regarding costs associated with expenditures incurred, or resources allocated, to combat opioid addiction or abuse

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**COUNTY-OWNED  
HOSPITALS/NURSING  
HOMES**

Information regarding costs of opioid treatment at county-owned hospitals and nursing homes

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5



Crueger  
Dickinson

**von Briesen**

von Briesen & Roper, s.c. | Attorneys at Law

## Contact us

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414 287 1570

**AN ORDINANCE CREATING SECTION 3.335 OF CHAPTER 3 OF THE  
BROWN COUNTY CODE OF ORDINANCES ENTITLED  
"EDGED WEAPONS RESTRICTED IN SPECIFIED COUNTY BUILDINGS"**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1** – Section 3.335 of Chapter 3 of the Brown County Code of Ordinances is hereby created and adopted as follows:

**3.335 EDGED WEAPONS RESTRICTED IN SPECIFIED COUNTY BUILDINGS.**

(1) **Authority.** This ordinance is enacted pursuant to Wis. Stats. § 66.0409(3)(c).

(2) **Definitions.** (a) "Edged Weapon" means an instrument for cutting, consisting essentially of a thin, sharp-edged metal blade typically fitted with a handle, such as a knife.

(b) "Law Enforcement Officer" means a Wisconsin law enforcement officer as defined in § 175.46(1)(g) Wisconsin Statutes, or a federal law enforcement officer as defined in § 175.40(7)(a)1 Wisconsin Statutes.

(c) "Building" does not include a parking facility on county property or any part of a building used as a parking facility.

(3) **Prohibited Acts.** No person shall, while possessing an edged weapon, enter or remain in the following buildings, or parts thereof, which are owned, occupied and/or controlled by the county:

(a) Brown County Courthouse, 100 South Jefferson Street, Green Bay, WI 54301.

(b) Brown County Law Enforcement Center, 300 East Walnut Street, Green Bay, WI 54301.

(4) **Signs Required.** Signs notifying persons not to enter or remain in the above mentioned county buildings while possessing an edged weapon shall be posted in a prominent place near all entrances to said buildings. The signs shall meet or exceed the specifications set forth in Wis. Stats. § 943.13, as it exists now and as it may be amended in the future, including the current requirement that the signs be at least 5 inches by 7 inches.

(5) **Exceptions.** The restriction on edged weapons into specified county buildings shall not apply in the following circumstances:

(a) Subsection (3) shall not apply to any on duty law enforcement officer.

(b) Subsection (3) shall not apply to an on duty private security officer or on duty armored car personnel providing contracted services to the county.

(6) **Enforcement.** Violations of Subsection (3) shall be prosecuted as trespass to land under Wis. Stats. § 943.13.

**Section 2** – This ordinance shall become effective upon passage and publication pursuant to law.

6

Respectfully submitted,

CIRCUIT COURT SECURITY COMMITTEE

PUBLIC SAFETY COMMITTEE

Approved By:

\_\_\_\_\_  
COUNTY EXECUTIVE (Date)

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel

Approved by: Corporation Counsel

*Fiscal Impact: This ordinance does not require an appropriation form the General Fund.*

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

\_\_\_\_\_  
Motion made by Supervisor \_\_\_\_\_

\_\_\_\_\_  
Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
HAEFS	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
KAYE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
LA VIOLETTE	14				
KATERS	15				
KASTER	16				
VAN DYCK	17				
JAMIR	18				
ROBINSON	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
FEWELL	26				

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

6

## Brown County

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery

Corporation Counsel

PHONE (920) 448-4006  
FAX (920) 448-4003  
David.Hemery@co.brown.wi.us

### RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** 11-07-2017  
**REQUEST TO:** Public Safety Committee; and Brown County Board of Supervisors  
**MEETING DATE:** 11-29-2017; and 12-13-2017, respectively.  
**REQUEST FROM:** Judge Kendall M. Kelley, Circuit Court Security Committee; and David P. Hemery, Corporation Counsel.

**REQUEST TYPE:** ☐ New resolution ☐ Revision to resolution  
☒ New ordinance ☐ Revision to ordinance

**TITLE:** AN ORDINANCE CREATING SECTION 3.335 OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "EDGED WEAPONS RESTRICTED IN SPECIFIED COUNTY BUILDINGS"

#### ISSUE/BACKGROUND INFORMATION:

To promote courthouse security by banning the possession of edged weapons in the courthouse and the law enforcement center.

#### ACTION REQUESTED:

Adoption/passage of ordinance.

#### FISCAL IMPACT:

**NOTE:** This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
  - a. If yes, what is the amount of the impact? \$Minimal signage costs.
  - b. If part of a bigger project, what is the total amount of the project?  
\$ \_\_\_\_\_
  - c. Is it currently budgeted? ☐ Yes ☒ No
    1. If yes, in which account?
    2. If no, how will the impact be funded? To Be Determined

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

6



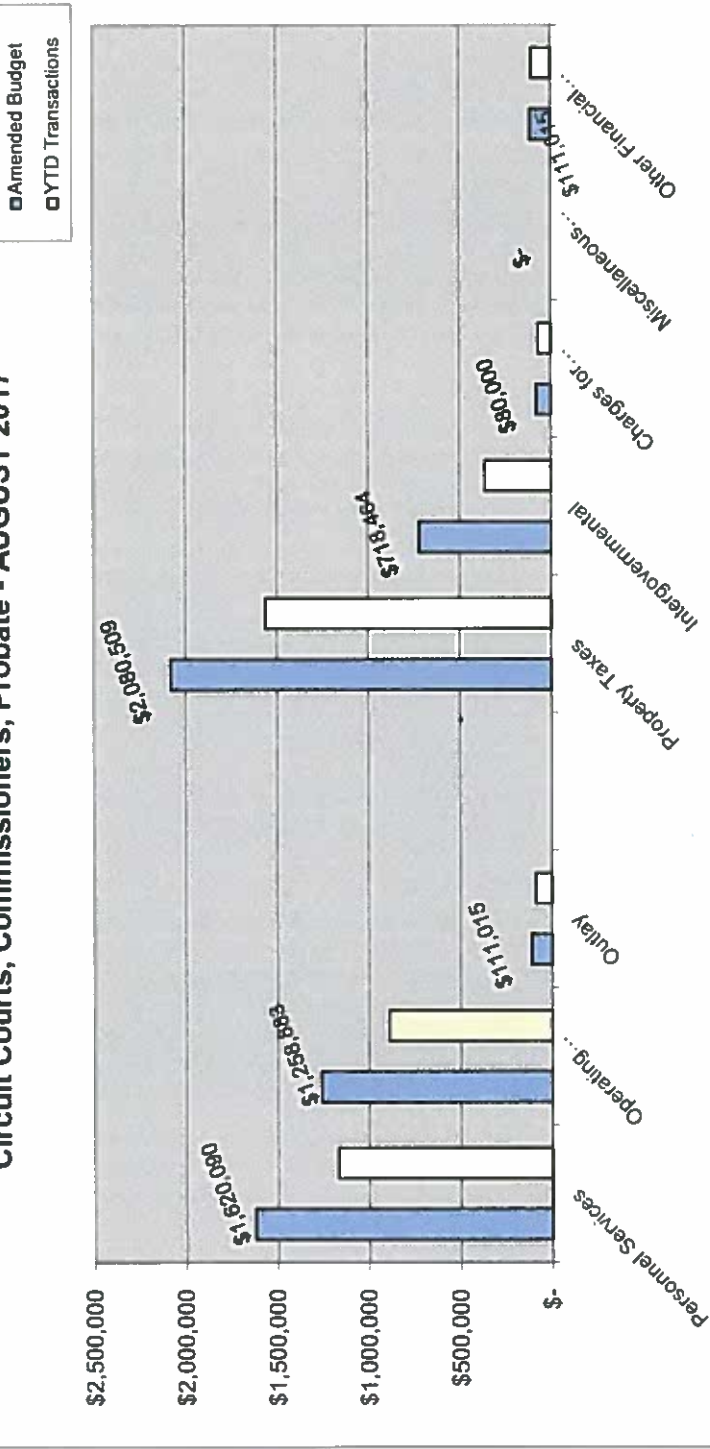
**Brown County**

**Circuit Courts 1-8, Court Commissioners, Register in Probate**

**Budget Status Report - September 2017**

	Amended Budget	YTD Transactions
Personnel Services	\$ 1,620,090	\$ 1,168,413
Operating Expenses	\$ 1,258,883	\$ 888,468
Outlay	\$ 111,015	\$ 88,636
Property Taxes	\$ 2,080,509	\$ 1,560,382
Intergovernmental	\$ 718,464	\$ 360,227
Charges for Sales & Services	\$ 80,000	\$ 69,222
Miscellaneous Revenue	\$ -	\$ -
Other Financial Sources	\$ 111,015	\$ 105,022

**Circuit Courts, Commissioners, Probate - AUGUST 2017**





# Courts/Comm/Probate September 2017 Financials Unaudited

Through 09/29/17

Prior Fiscal Year Activity Included

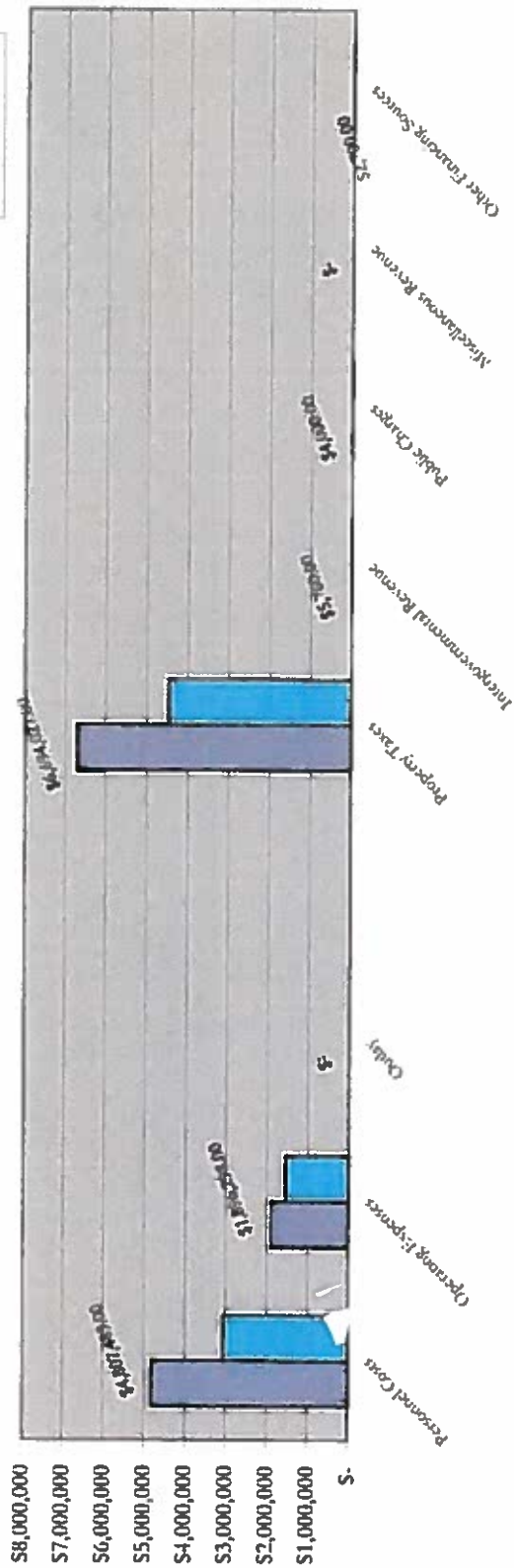
Account Classification		Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year YTD
Fund 100 - General Fund										
<b>REVENUE</b>										
Property Taxes		2,080,509.00	.00	2,080,509.00	173,375.75	.00	1,560,381.75	520,127.25	75	1,559,403.00
Intergov Revenue		718,464.00	.00	718,464.00	.00	.00	360,227.00	358,237.00	50	718,464.00
Public Charges		80,000.00	.00	80,000.00	.00	.00	69,222.37	10,777.63	87	51,532.18
Miscellaneous Revenue		.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Financing Sources		58,015.00	53,000.00	111,015.00	.00	.00	105,021.77	5,993.23	95	.00
<b>REVENUE TOTALS</b>		<b>\$2,936,988.00</b>	<b>\$53,000.00</b>	<b>\$2,989,988.00</b>	<b>\$173,375.75</b>	<b>\$0.00</b>	<b>\$2,094,852.89</b>	<b>\$895,135.11</b>	<b>70%</b>	<b>\$2,329,399.18</b>
<b>EXPENSE</b>										
Personnel Costs		1,620,090.00	.00	1,620,090.00	120,761.34	.00	1,168,413.45	451,676.55	72	1,175,102.27
Operating Expenses		1,258,883.00	.00	1,258,883.00	39,027.02	630.00	888,467.80	369,785.20	71	869,359.23
Outlay		58,015.00	53,000.00	111,015.00	.00	4,600.00	88,636.02	17,778.98	84	7,425.00
<b>EXPENSE TOTALS</b>		<b>\$2,936,988.00</b>	<b>\$53,000.00</b>	<b>\$2,989,988.00</b>	<b>\$159,788.36</b>	<b>\$5,230.00</b>	<b>\$2,145,517.27</b>	<b>\$839,240.73</b>	<b>72%</b>	<b>\$2,051,886.50</b>
Fund 100 - General Fund Totals										
<b>REVENUE TOTALS</b>		<b>2,936,988.00</b>	<b>53,000.00</b>	<b>2,989,988.00</b>	<b>173,375.75</b>	<b>.00</b>	<b>2,094,852.89</b>	<b>895,135.11</b>	<b>70%</b>	<b>2,329,399.18</b>
<b>EXPENSE TOTALS</b>		<b>2,936,988.00</b>	<b>53,000.00</b>	<b>2,989,988.00</b>	<b>159,788.36</b>	<b>5,230.00</b>	<b>2,145,517.27</b>	<b>839,240.73</b>	<b>72%</b>	<b>2,051,886.50</b>
<b>Grand Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,587.39</b>	<b>(\$5,230.00)</b>	<b>(\$50,664.38)</b>	<b>\$55,894.38</b>		<b>\$277,512.68</b>
Grand Totals										
<b>REVENUE TOTALS</b>		<b>2,936,988.00</b>	<b>53,000.00</b>	<b>2,989,988.00</b>	<b>173,375.75</b>	<b>.00</b>	<b>2,094,852.89</b>	<b>895,135.11</b>	<b>70%</b>	<b>2,329,399.18</b>
<b>EXPENSE TOTALS</b>		<b>2,936,988.00</b>	<b>53,000.00</b>	<b>2,989,988.00</b>	<b>159,788.36</b>	<b>5,230.00</b>	<b>2,145,517.27</b>	<b>839,240.73</b>	<b>72%</b>	<b>2,051,886.50</b>
<b>Grand Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,587.39</b>	<b>(\$5,230.00)</b>	<b>(\$50,664.38)</b>	<b>\$55,894.38</b>		<b>\$277,512.68</b>

Brown County  
Public Safety Communications  
Budget Status Report

**\*\*UNAUDITED\*\***

	9/30/2017	
	Annual	YTD
	Budget	Actual
Personnel Costs	\$4,807,489.00	\$ 3,404,067.62
Operating Expenses	\$1,896,298.00	\$ 1,593,778.80
Outlay	\$ -	\$ -
Property Taxes	\$6,694,027.00	\$ 5,020,520.22
Intergovernmental Revenue	\$ 5,760.00	\$ 11,358.35
Public Charges	\$ 4,000.00	\$ 2,560.75
Miscellaneous Revenue	\$ -	\$ -
Other Financing Sources	\$ 2,700.00	\$ 2,700.00

Public Safety Communications - September 30, 2017





# Public Safety Communications

**\*\*UNAUDITED\*\***

Through 09/30/17  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Fund	100 - General Fund	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year YTD
<b>REVENUE</b>											
Property Taxes		6,694,027.00	.00		6,694,027.00	557,835.58	.00	5,037,520.22	1,673,506.78	75%	4,752,576.72
Intergov Revenue		5,760.00	.00		5,760.00	395.10	.00	11,358.35	(5,598.35)	197	9,861.52
Public Charges		4,000.00	.00		4,000.00	450.00	.00	2,560.75	1,439.25	64	2,844.25
Miscellaneous Revenue		.00	.00		.00	.00	.00	.00	.00	+++	.00
Other Financing Sources		.00	.00		2,700.00	.00	.00	2,700.00	.00	100	.00
<b>REVENUE TOTALS</b>		<b>\$6,703,787.00</b>	<b>\$2,700.00</b>	<b>\$6,706,487.00</b>	<b>\$558,680.68</b>	<b>\$558,680.68</b>	<b>\$0.00</b>	<b>\$5,037,139.32</b>	<b>\$1,669,347.68</b>	<b>75%</b>	<b>\$4,765,282.49</b>
<b>EXPENSE</b>											
Personnel Costs		4,807,489.00	.00		4,807,489.00	347,788.88	.00	3,404,067.62	1,403,421.38	71	3,402,636.46
Operating Expenses		1,896,298.00	2,700.00		1,898,998.00	59,436.16	2,660.00	1,593,778.80	302,559.20	84	1,419,116.91
Outlay		.00	.00		.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>		<b>\$6,703,787.00</b>	<b>\$2,700.00</b>	<b>\$6,706,487.00</b>	<b>\$407,225.04</b>	<b>\$407,225.04</b>	<b>\$2,660.00</b>	<b>\$4,997,846.42</b>	<b>\$1,705,980.58</b>	<b>75%</b>	<b>\$4,821,753.37</b>
<b>Fund 100 - General Fund Totals</b>		<b>REVENUE TOTALS</b>	<b>6,703,787.00</b>	<b>2,700.00</b>	<b>6,706,487.00</b>	<b>558,680.68</b>	<b>.00</b>	<b>5,037,139.32</b>	<b>1,669,347.68</b>	<b>75%</b>	<b>4,765,282.49</b>
		<b>EXPENSE TOTALS</b>	<b>6,703,787.00</b>	<b>2,700.00</b>	<b>6,706,487.00</b>	<b>407,225.04</b>	<b>2,660.00</b>	<b>4,997,846.42</b>	<b>1,705,980.58</b>	<b>75%</b>	<b>4,821,753.37</b>
<b>Fund 100 - General Fund Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$151,455.64</b>	<b>\$151,455.64</b>	<b>(\$2,660.00)</b>	<b>\$39,292.90</b>	<b>(\$36,632.90)</b>		<b>(\$56,470.88)</b>
<b>Grand Totals</b>		<b>REVENUE TOTALS</b>	<b>6,703,787.00</b>	<b>2,700.00</b>	<b>6,706,487.00</b>	<b>558,680.68</b>	<b>.00</b>	<b>5,037,139.32</b>	<b>1,669,347.68</b>	<b>75%</b>	<b>4,765,282.49</b>
		<b>EXPENSE TOTALS</b>	<b>6,703,787.00</b>	<b>2,700.00</b>	<b>6,706,487.00</b>	<b>407,225.04</b>	<b>2,660.00</b>	<b>4,997,846.42</b>	<b>1,705,980.58</b>	<b>75%</b>	<b>4,821,753.37</b>
<b>Grand Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$151,455.64</b>	<b>\$151,455.64</b>	<b>(\$2,660.00)</b>	<b>\$39,292.90</b>	<b>(\$36,632.90)</b>		<b>(\$56,470.88)</b>

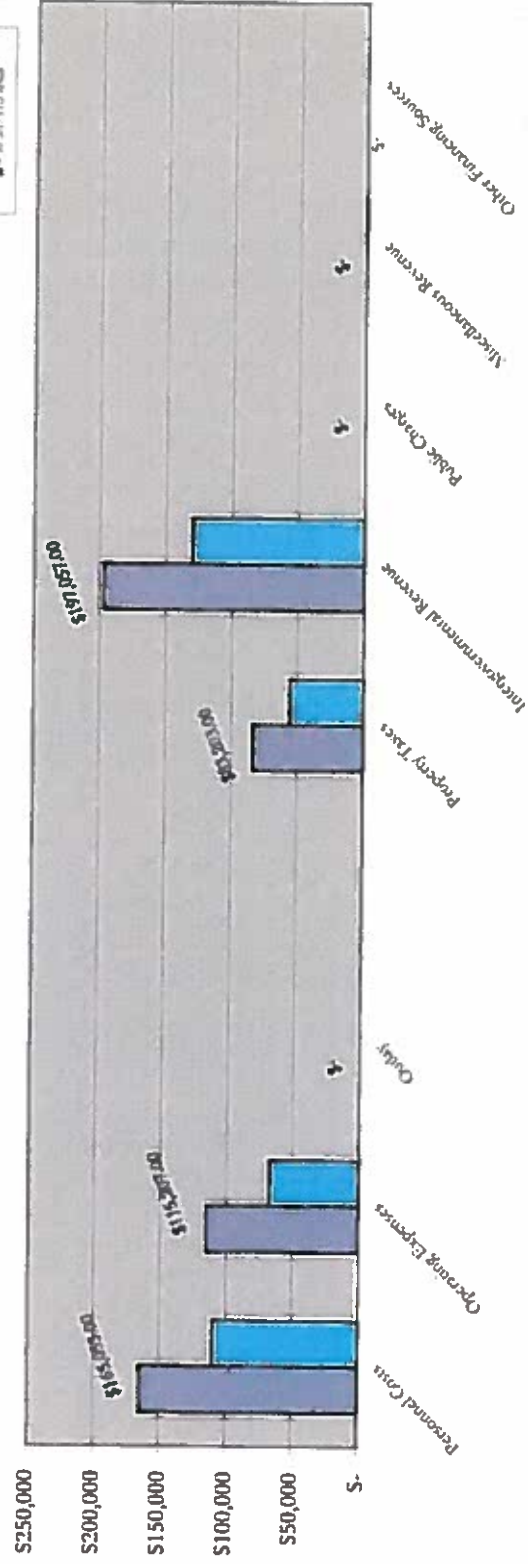
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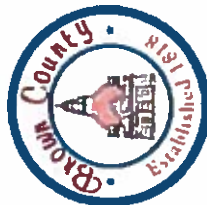
Brown County  
Emergency Management  
Budget Status Report

**\*\*UNAUDITED\*\***

	9/30/2017	
	Annual Budget	YTD Actual
Personnel Costs	\$ 165,053.00	\$ 121,881.87
Operating Expenses	\$ 115,207.00	\$ 82,423.73
Outlay	\$ -	\$ -
Property Taxes	\$ 83,203.00	\$ 62,402.22
Intergovernmental Revenue	\$ 197,057.00	\$ 138,158.14
Public Charges	\$ -	\$ -
Miscellaneous Revenue	\$ -	\$ 20.00
Other Financing Sources	\$ -	\$ -

Emergency Management - September 30, 2017





**\*\*\*UNAUDITED\*\*\***

# Emergency Management

Through 09/30/17  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Fund	100 - General Fund	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget Transactions	% Used/Rec'd	Prior Year YTD
<b>REVENUE</b>											
Property Taxes		83,203.00	.00	83,203.00	6,933.58	.00	.00	62,402.22	20,800.78	75	47,095.47
Intergov Revenue		197,057.00	.00	197,057.00	7,931.27	.00	.00	138,158.14	58,898.86	70	127,573.57
Public Charges		.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
Miscellaneous Revenue		.00	.00	.00	.00	.00	.00	20.00	(20.00)	+++	.00
Other Financing Sources		.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>REVENUE TOTALS</b>		\$280,260.00	\$0.00	\$280,260.00	\$14,864.85	\$0.00	\$0.00	\$200,580.36	\$79,679.64	72%	\$174,669.04
<b>EXPENSE</b>											
Personnel Costs		165,053.00	.00	165,053.00	12,066.79	.00	.00	121,881.87	43,171.13	74	95,882.11
Operating Expenses		115,207.00	.00	115,207.00	14,960.75	(11,165.00)	(11,165.00)	82,423.73	43,948.27	62	70,932.13
Outlay		.00	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>		\$280,260.00	\$0.00	\$280,260.00	\$27,027.54	(\$11,165.00)	(\$11,165.00)	\$204,305.60	\$87,119.40	69%	\$166,814.24
<b>Fund 100 - General Fund Totals</b>											
<b>REVENUE TOTALS</b>		280,260.00	.00	280,260.00	14,864.85	.00	.00	200,580.36	79,679.64	72%	174,669.04
<b>EXPENSE TOTALS</b>		280,260.00	.00	280,260.00	27,027.54	(11,165.00)	(11,165.00)	204,305.60	87,119.40	69%	166,814.24
<b>Fund 100 - General Fund Totals</b>		\$0.00	\$0.00	\$0.00	(\$12,162.69)	\$11,165.00	(\$12,162.69)	(\$3,725.24)	(\$7,439.76)		\$7,854.80
<b>Grand Totals</b>											
<b>REVENUE TOTALS</b>		280,260.00	.00	280,260.00	14,864.85	.00	.00	200,580.36	79,679.64	72%	174,669.04
<b>EXPENSE TOTALS</b>		280,260.00	.00	280,260.00	27,027.54	(11,165.00)	(11,165.00)	204,305.60	87,119.40	69%	166,814.24
<b>Grand Totals</b>		\$0.00	\$0.00	\$0.00	(\$12,162.69)	\$11,165.00	(\$12,162.69)	(\$3,725.24)	(\$7,439.76)		\$7,854.80

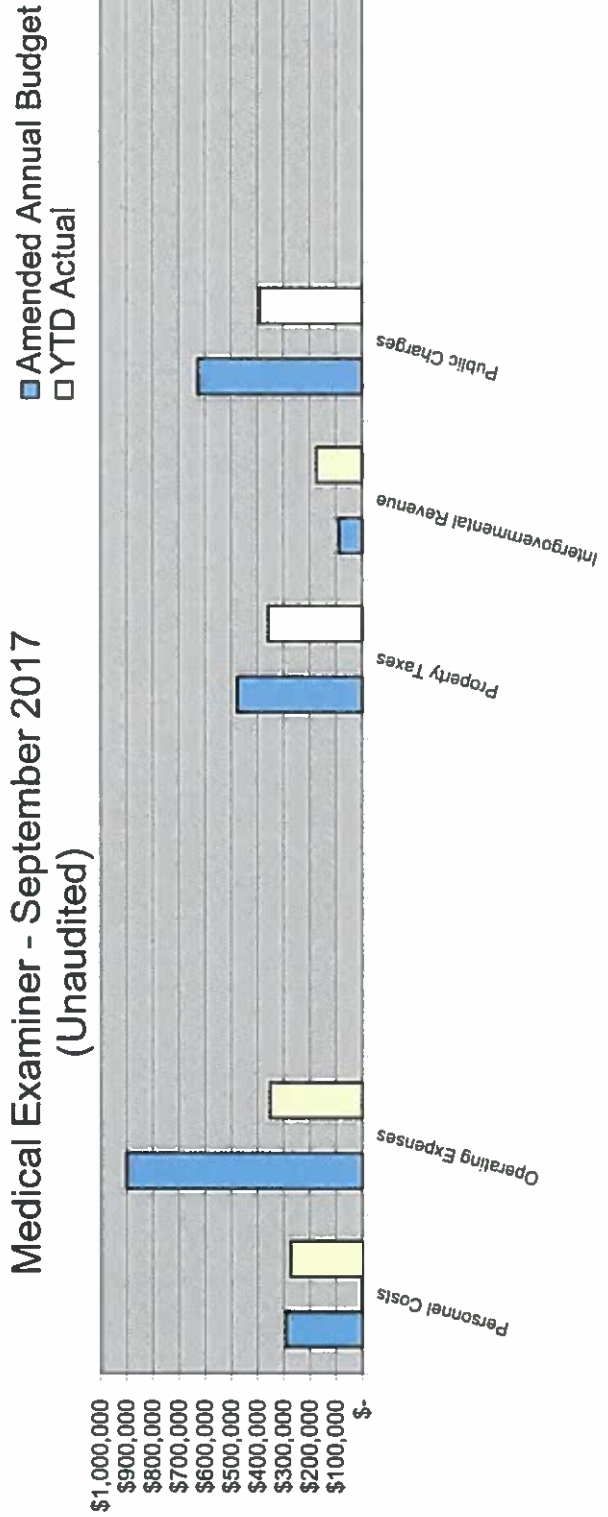
**Brown County  
Medical Examiner  
Budget Status Report**

**BUDGET STATUS REPORT**

	Amended Annual Budget	YTD Actual	% Used/ Received
Personnel Costs	290,044	273,021	94.1%
Operating Expenses	900,698	351,386	39.0%
Property Taxes	476,487	357,365	75.0%
Intergovernmental Revenue	87,120	173,562	199.2%
Public Charges	627,135	391,195	62.4%

<b>HIGHLIGHTS:</b>
<u>Expenses:</u>
<u>Revenues:</u>

**Medical Examiner - September 2017  
(Unaudited)**



**2017 Brown County Medical Examiner Activity Spreadsheet**

	Investigations	Autopsy	External	Cremations	Suicides	Homicides	MVA	Other Acc	Natural	Undet	Pending
January	67	14	0	119	2	0	4	9	26	0	6
February	63	16	0	110	1	1	0	4	21	0	4
March	57	11	0	101	3	0	1	8	37	0	2
April	66	13	1	90	1	0	4	5	50	0	6
May	67	17	0	97	3	0	2	7	43	0	12
June	51	13	0	102	2	0	1	6	27	0	11
July	64	14	0	111	7	0	0	7	28	0	5
August	58	14	1	101	6	0	3	6	35	0	11
September	59	10	0	97	3	0	0	2	35	0	7
October	96	9	3	117	2	0	4	8	73	0	6
November	48	10	0	65	5	0	1	2	39	0	1
December											
Totals	696	141	5	1110	35	1	20	64	414	0	71

Previous Years	Investigations	Autopsy	External	Cremations	Suicides	Homicides	MVA	Other Acc	Natural	Undet	Pending	Hospice
End of Nov 2016	587	164	14	1226	46	8	17	42	469	0	12	0
End of Nov 2015	1001	60	36	1051	33	4	15	66	882	0	0	561

Previous Years	Investigations	Autopsy	External	Cremations	Suicides	Homicides	MVA	Other Acc	Natural	Undet	Pending	Hospice
2016 Totals	640	164	14	1226	46	8	17	42	469	0	0	-
2015 Totals	1096	69	42	1160	37	5	18	70	965	0	0	604



December 13, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS  
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION AUTHORIZING MEDICAL EXAMINER  
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, it is desirable for Brown County to enter into an *Intergovernmental Agreement Between Dane County and Brown County for Medical Examiner Services* ("IGA");  
and

WHEREAS, such an IGA has been drafted to the satisfaction of Brown County Administration and its Corporation Counsel, and is being provided along with this Resolution;  
and

WHEREAS, authorization for, and direction to enter into, said IGA is needed from the County Board of Supervisors in order to move forward with said IGA.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that County officials, officers and staff take any and all actions necessary to enter into an *Intergovernmental Agreement Between Dane County and Brown County for Medical Examiner Services* that is substantially similar to the one attached to this Resolution.

*Fiscal Note: This resolution does not require an appropriation from the General Fund. It was budgeted for in the 2018 Budget.*

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH  
COUNTY EXECUTIVE

Date Signed: \_\_\_\_\_

Authored by: Corporation Counsel

Approved by: Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEESE	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST.	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion:      Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

CORPORATION COUNSEL

*Brown County*

305 E. WALNUT STREET  
P.O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600



**David P. Hemery**  
Corporation Counsel

PHONE (920) 448-4006  
FAX (920) 448-4003  
David.Hemery@co.brown.wi.us

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** 11-21-2017  
**REQUEST TO:** Public Safety Committee; Executive Committee; and County Board  
**MEETING DATE:** 11-29-2017; 12-04-2017; and 12-13-2017  
**REQUEST FROM:** David P. Hemery  
Corporation Counsel

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution  
☐ New ordinance ☐ Revision to ordinance

**TITLE:** RESOLUTION AUTHORIZING MEDICAL EXAMINER IGA

**ISSUE/BACKGROUND INFORMATION:**

Resolution to authorize Medical Examiner Contract.

**ACTION REQUESTED:**

Passage of Resolution.

**FISCAL IMPACT:**

*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No
  - a. If yes, what is the amount of the impact? \$ If part of a bigger project, what is the total amount of the project? \$ \_\_\_\_\_
  - b. Is it currently budgeted? ☐ Yes ☐ No
    1. If yes, in which account?
    2. If no, how will the impact be funded?

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY  
FOR MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into by and between Dane County, whose address is c/o Medical Examiner's Office, 3111 Luds Lane, McFarland, Wisconsin, 53558 ("Dane County") and Brown County, whose address is c/o Medical Examiner's Office, Law Enforcement Center, Lower Level, 300 E Walnut Street, Green Bay, Wisconsin, 54301 ("Brown County"), both quasi-municipal corporations in the State of Wisconsin. Hereinafter, Dane County and Brown County referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Brown County currently receives autopsy services from Dane County and is interested in appointing Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner and Deputy Medical Examiners (individually or collectively "Medical Examiner") to provide Medical Examiner services in Brown County; and,

WHEREAS, Brown County would also like to enlist the services of Dane County's Director of Operations for its Medical Examiner's Office to provide administrative services to Brown County; and,

WHEREAS, Dane County is interested in providing these services to Brown County as part of a cooperative agreement; and,

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement for services pursuant to 66.0301, Wisconsin Statutes; and,

WHEREAS, it would be beneficial for both Parties to share resources and expertise to perform the statutory duties of a Medical Examiner; and,

WHEREAS, Brown County anticipates entering into subcontracts, with terms as consistent as possible to this Agreement, with Door County and Oconto County to provide Medical Examiner services; and

WHEREAS, the Parties recognize that the long-term goal of Brown County is to construct its own Medical Examiner's Office facility with a physician and oversight to be provided by Dane County; and,

WHEREAS, Dane County and Brown County desire to enter into this Agreement whereby the Dane County Medical Examiner's Office will provide Medical Examiner services, autopsy medicine, training, oversight and administrative services for and on behalf of the Brown County Medical Examiner's Office.

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each Party, Dane County and Brown County do agree as follows:

1. RECITALS. The above recitals are true, correct and incorporated herein.
2. DEFINITIONS.
  - a. "Autopsy-related Services" shall mean the autopsy, digital photos and digital x-rays, where appropriate, for adults and children. It shall also include preparation and court time for expert testimony in cases involving criminal prosecution. It does not include testimony-related travel time or lodging and transportation expenses which shall be billed out at cost. The cost of infant skeletal surveys performed outside of the Medical Examiner's Office shall not be included in the services covered pursuant to this Agreement.
  - b. "Mass Fatality Event" shall mean more than five deaths resulting from a single event.
  - c. "Medical Examiner's Office" shall mean the Brown County Medical Examiner's Office unless otherwise specified.
  - d. "Partners" or alternatively "Partner Counties" shall mean, collectively, Brown and the anticipated Door and Oconto Counties, contingent on obtaining a valid executed agreement with each County providing Medical Examiner services pursuant to this Agreement.
3. TERM. The term of this Agreement shall be from January 1, 2018 or as soon thereafter as approved by both Parties' Boards of Supervisors and executed by both Parties and shall continue through December 31, 2019 ("Term"). This Agreement may be extended for an additional period by mutual agreement of the Parties ("Renewal Term").

The Parties shall have a joint meeting by July 31, 2018, to review service levels and autopsy volumes. Additionally, the Parties shall schedule a meeting prior to June 20, 2019 to discuss an extension to this Agreement.

4. **SCHEDULE AND SCOPE OF WORK.** During the Term of this Agreement, the Chief Medical Examiner, the Deputy Chief Medical Examiner, and Deputy Medical Examiners of Dane County shall act as the Chief Medical Examiner, the Deputy Chief Medical Examiner, and the Deputy Medical Examiners for Brown County. The Dane County Director of Operations or designee, under the direction of the Dane County Chief Medical Examiner, shall act as the Director of Operations for Brown County and shall provide oversight and administrative services as further described herein. The Dane County Director of Operations, Chief Medical Examiner or designee shall be available at all times (24 hours per day, 7 days per week) to provide direction to Partner County investigative staff. Additionally, for the 104 weeks of this Agreement, the Director of Operations or designee will be on site at the Medical Examiner's Office an average of 23 hours per week to include travel time.
5. **ADMINISTRATIVE SERVICES.** The Dane County Director of Operations or designee shall provide administrative and consultation services to Partner Counties which shall include:
  - a. To manage and directly supervise the investigatory and administrative staff of the Medical Examiner's Office. All disciplinary or corrective actions concerning employees of Brown County providing Medical Examiner services shall be the responsibility of Brown County, after consultation with and recommendations from the Dane County Chief Medical Examiner and/or the Director of Operations. Dane County shall bring any employee performance issues to the attention of the Brown County Administrator or designee;
  - b. To manage the Medical Examiner's Office budget and make recommendations regarding budget appropriations;
  - c. To engage Brown County Technology Services, Administrative and Finance staff regarding records management and support to Medical Examiner's Office staff;
  - d. To work with Partner County District Attorney and law enforcement officials in developing clear investigatory protocol and identification of best practices for use of Dane County expertise;
  - e. To work with Partner County criminal justice, public health and funeral home partners to build and strengthen professional relationships;

- f. To implement policies and procedures for the Medical Examiner's Office;
- g. To participate in the hiring process for administrative and investigative staff in the Medical Examiner's Office and to make recommendations as to hiring decisions.
- h. To review and make recommendations for staffing levels of the Medical Examiner's Office to establish adequate coverage;
- i. To facilitate training in death investigations and recommend outside training for investigative staff as needed;
- j. To work with Brown County to address any current or future issues regarding the operation of the Medical Examiner's Office;
- k. To work closely with Brown County and the appropriate oversight committees to perform the functions required pursuant to this Agreement.

#### 6. CASE REVIEW AND AUTOPSY SERVICES:

- a. Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiners shall perform the statutory functions of Medical Examiner in Brown and Partner Counties;
- b. During death scene response or other death investigations, the Director of Operations for Dane County will work with Brown County staff to establish case review protocols, and to facilitate communication with a Dane County forensic Pathologist to allow for case triage. The physician medical staff from Dane County will work with medicolegal death investigators to determine whether an autopsy or additional forensic examination should take place. Consideration will be given to the needs of other criminal justice partners, and the statutory authority of the District Attorney to independently order an autopsy will be recognized and followed;
- c. Dane County shall provide a forensic pathologist response to homicide cases or other cases where a complicated scene examination is appropriate. The need for this response shall be determined by the Medical Examiner in consultation with those at the scene;
- d. Dane County shall provide autopsy-related services pursuant to this Agreement. Toxicology testing, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County and are not included in this Agreement;
- e. To facilitate and cooperate with Brown County Public Health in the Child Death Review team.

7. **TURNAROUND TIME.** Dane County Medical Examiner's Office performs autopsies seven (7) days a week. Dane County is aware that time is of the essence in providing the services pursuant to this Agreement and shall make every effort to adhere to the timeline established in this paragraph.
  - a. In the case where an autopsy is to be completed, the body will be transported from the St. Vincent's morgue, or other county owned cooler facility, promptly after accession. This will happen the same day the death is discovered provided the death is discovered and the body is at the Brown County cooler before 6:00 p.m. on any day. If accession occurs after 6:00 p.m. the body will be retrieved during the same overnight period and as soon as transportation can be arranged. The body will be autopsied the day following discovery and then returned to the cooler facility on the same day the autopsy is completed. This will generally allow for a 24-36 hour turnaround time.
  - b. Exceptions to this scenario may include: (i) homicide cases where the respective District Attorney or law enforcement agency requires that the body be held; (ii) complicated traumatic cases where a prolonged autopsy is required or it is in the best interest of the criminal justice partners to provide an additional forensic examination of the body; (iii) adverse weather situations where travel is treacherous; or (iv) other situations outside of Dane County's control (i.e. mass casualty, emergency transportation issues).
8. **REFRIGERATED TRANSPORTATION.** Dane County recognizes that time is of the essence and that it will take the necessary steps to maintain refrigerated transportation capabilities upon execution of this Agreement. Brown County acknowledges that any vehicle that is outfitted with refrigeration capabilities is a special purpose vehicle which may not be readily available.
9. **GENERAL SERVICES.**
  - a. Specific scheduling of the tasks and responsibilities identified herein shall be established by mutual agreement of the Parties.
  - b. Each Party shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In receiving services under this Agreement, each Party agrees to cooperate with the various departments, agencies, employees and officers of the other.



- c. Each Party agrees to secure, at the Party's own expense, all personnel necessary to carry out the Party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other Party nor shall they or any of them have or be deemed to have any direct contractual relationship with the other Party.
  - d. Brown County will attempt to subcontract with Door County and Oconto County to provide services pursuant to this Agreement. All subcontract terms shall be as consistent as possible with the terms of this Agreement.
10. **CONFLICT OF INTEREST.** Employees providing Medical Examiner services pursuant to this agreement shall be prohibited from having outside employment which may create an actual or perceived conflict of interest or which may conflict with the statutory duties of the Medical Examiner's Office. This includes, but is not limited to, employment with funeral homes, cemeteries and organ/bone/tissue agencies.
11. **RECORDS.** All records related to Brown, Door and Oconto County ("County") autopsy cases performed by the Medical Examiner and other services provided pursuant to this Agreement shall be that County's records and that County shall be the custodian of these records for purposes of public records requests, unless the Partner Counties determine otherwise to designate Brown County as the record custodian for the Partner Counties, and notify Dane County Medical Examiner of said designation. Records shall be sent to the appropriate County as soon as possible while a case is pending. Requests for records of County cases received by the Dane County Medical Examiner's Office shall be transmitted to the appropriate County as soon as possible after receipt. Each County shall be responsible for managing and responding to all public records requests and shall defend hold harmless and indemnify Dane County, its officers, agents, boards, commissions, representatives and employees from any and all losses, claims, liabilities, suits, or actions of whatsoever nature resulting from or arising out of responding to public records requests involving its County cases.
12. **NON-EXCLUSIVE CONTRACT.** The Parties agree there may be times when Brown County may be required to contract with third parties for Medical Examiner services outside the scope of this Agreement. Nothing in this Agreement creates an exclusive contract between the Parties which would limit Brown County from hiring said services.

13. HIPAA. Each Party agrees that it will abide by all State of Wisconsin and federal laws governing the unauthorized disclosure of personal health information and will defend, indemnify and hold the other Party harmless for damages and costs of any kind resulting from the unauthorized disclosure of such information by its employees or officers as may be determined by a competent trier of fact.
14. OFFICE EXPENSES. All costs associated with the Medical Examiner's Office not specifically included in this Agreement, including, but not limited to, employees' salaries and benefits, purchase and maintenance of equipment and vehicles, office and medical-related supplies and utilities, shall be the responsibility of the respective Partner County. All costs associated with Mass Fatality Events shall be the responsibility of Brown County or Partner Counties.
15. PAYMENT. Brown County agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. At the end of 2018, the Parties shall review the number of autopsies completed pursuant to this Agreement, and a reconciliation shall occur. If the autopsy number exceeds 225, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 225 Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 225. All adjustments shall be at the Schedule A autopsy rate. At the end of 2019, a reconciliation shall also occur. If the autopsy rate exceeds 230, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 230, Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 230. All adjustments shall be at the Schedule A autopsy rate. Any charges in excess of the amounts as noted in Schedule A, must be approved by Brown County prior to request for payment.

At the end of 2018, a reconciliation of External Exams shall also occur. If External Examinations exceed 22 in 2018, each additional External Examination shall be billed to Brown County at the Schedule A external examination rate. If the total number of External Examinations is less than 22 Dane County shall reimburse Brown County for the number of external exams that represents the difference between the number of external exams completed and 22. All adjustments shall be made at the Schedule A External rate. At the end of 2019 a similar reconciliation shall occur. If External Examinations exceed 23, each additional External Examination shall be

billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 23, Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 23. All adjustments shall be made at the Schedule A External rate.

All costs associated with a Mass Fatality Event shall be the responsibility of the respective Partner County. Autopsy and External Exam services shall be billed as specified in Schedule A.

The fees established in Schedule A are based on the personnel costs that are reasonably anticipated by Dane County. However, certain benefit costs for the term of this Agreement may be subject to increase. Brown County agrees to pay any increased employee benefit costs defined as the difference between the allocated benefit costs in Schedule A and the actual benefit costs to Dane County.

Both Parties to this Agreement understand that the Agreement is subject to annual funding continuation by their mutual county boards, and in the event that subsequent year funding for either the Dane County Medical Examiner or Brown County's payment for cases performed by the Dane County Medical Examiner is withdrawn by a county board, this Agreement may be terminated.

16. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties, or their designees, who have authority to settle the same. In the case of medically-related matters, if the Parties are unable to reach consensus, the decision of the Dane County Chief Medical Examiner or Deputy Chief Medical Examiner shall prevail.
17. TERMINATION. If, through any cause, a Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a Party shall violate any of the covenants or stipulations of this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving ninety (90) days written notice to the violating Party of such termination and specifying the effective date thereof without further obligation. Either Party may terminate this Agreement for any reason upon six months' written notice to the other Party without further obligation after the termination date.

Except as provided in this paragraph, and paragraph 14 herein, there shall be no other termination of this Agreement, during its Term, without prior written consent of both Parties.

18. **ASSIGNMENT/TRANSFER.** No Party shall assign or transfer any interest or obligation in this Agreement, without the prior written consent of the other Party unless otherwise provided herein, provided that claims for money due or to become due to Dane County under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Dane County shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement.
19. **ADDITIONAL PARTNERS.** The Parties agree that Brown County will subcontract with Door County and Oconto County to provide Medical Examiner services pursuant to this Agreement. No additional partners may be added by contract or otherwise to receive services from the Medical Examiner's Office without prior written consent of Dane County and written amendment to this Agreement.
20. **DELIVERY OF NOTICE.** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

Dane County: Dane County c/o Medical Examiner's Office  
3111 Luds Lane  
McFarland, Wisconsin 53558  
Phone: (608)284-6000  
Email: [irmen@countyofdane.com](mailto:irmen@countyofdane.com)

Brown County: Brown County Medical Examiner's Office  
Law Enforcement Center, Lower Level  
300 E. Walnut Street  
PO Box 23600  
Green Bay, Wisconsin 54301  
Phone: (920) 448-4185

Email: [jansen\\_jj@co.brown.wi.us](mailto:jansen_jj@co.brown.wi.us)

All other correspondence may be sent by U.S. mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

21. INDEMNIFICATION. Each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes.
22. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the non-breaching party of any breach of the covenants of this Agreement or a waiver of any default of the breaching party and the making of any such payment or acceptance of any such service or product by the non-breaching party while any such default or breach shall exist shall in no way impair or prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.
23. NON-DISCRIMINATION. During the term of this Agreement, both Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Both Parties agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion

state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law. In all solicitations for employment placed on a Party's behalf during the Term of this Agreement, the Party shall include a statement to the effect that the Party is an "Equal Opportunity Employer."

24. CIVIL RIGHTS COMPLIANCE. Brown County's Civil Rights Compliance Plan shall govern Brown County's activities.

25. CONTROLLING LAW AND VENUE. It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be either in the Dane or Brown County Circuit Court.

26. LIMITATION OF AGREEMENT. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to supplement, amend, abridge or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the Parties.

27. ENTIRE AGREEMENT. The entire Agreement of the Parties is contained herein and in the attached Schedule A. This Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof.

28. AMENDMENT. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing executed by both Parties.

29. COUNTERPARTS. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

30. HEADINGS. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

31. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be

construed, in all respects, as though all such invalid or unenforceable provisions were omitted.

32. COMPLIANCE. Each Party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, Dane County and Brown County, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all Parties hereto have affixed their respective signatures, as indicated below.

FOR BROWN COUNTY:

Date Signed: \_\_\_\_\_  
Troy Streckenbach, Brown County Executive

Date Signed: \_\_\_\_\_  
Sandy Juno, Brown County Clerk

FOR DANE COUNTY:

Date Signed: \_\_\_\_\_  
Joseph Parisi, County Executive

Date Signed: \_\_\_\_\_  
Scott McDonell, County Clerk



SCHEDULE A:  
SERVICES AND COSTS

Office Administration and Oversight Provided by Director of Operations or Designee

Jan-Dec 2018: 23 hours per week

Jan-Dec 2019: 23 hours per week

Forensic Case Review; every case, every time

2018 (933 cases)

2019 (966 cases)

Pathologist Management

2018: 4 hours per week

2019: 4 hours per week

Autopsy Medicine and External Examination Rates

2018: 225 autopsies (\$1099.57 each)

22 external exams (\$554.17 each)

Rate for 226 or more autopsies: \$1099.57 autopsy + \$635.49 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 22 or more external exams: \$554.17 exam + \$635.49 transportation per exam (Transportation represents 2 – Round Trips)

2019: 230 autopsies (\$1120.35 each)

23 external exams (\$564.40 each)

Rate for 231 or more autopsies: \$1120.35 autopsy + \$635.49 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 24 or more external exams: \$564.40 exam + \$635.49 transportation per exam (Transportation represents 2 – Round Trips)

Transportation

Transport costs from St. Vincent's or other Designated Area to Dane County (round trip) to retrieve decedent. An additional round trip from Dane County to the Brown County morgue to return the decedent.

Based on the number of autopsies and external exams performed. See Autopsy Medicine and External Exam rates.

#### Meals and Lodging – Forensic Pathologist

Jan – Dec 2018	1.25 nights per month 15 x \$90.00
Jan – Dec 2019	1.25 nights per month 15 x \$90.00

#### Meals and Lodging – Director of Operations or Designee

Jan – Dec 2018	2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$30.00
Jan – Dec 2019	2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$30.00

#### Storage Costs

- \*Dane County shall store a body for up to five days at its expense
- \*Agreement includes 10 additional days of storage at no cost to Brown County
- \*All other storage costs shall be billed at \$50.00 per day

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**\*\*Mass Fatality Events shall be billed at the Autopsy Medicine and External Examination Rate plus transportation, food and lodging which shall be billed at cost.**

**\*\*Toxicology panels, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County.**

**\*\*Transportation time and costs, meals and lodging for expert testimony shall be billed out at cost.**

**COST BREAKDOWN APPEARS ON NEXT PAGE.**

**SCHEDULE A**  
**IGA Breakdown**

<b>SERVICE</b>	<b>2018</b>	<b>2019</b>
Administration and Oversight	\$72,217.60	\$78,551.20
Forensic Case Review	\$39,098.92	\$40,736.00
Pathologist Management	\$50,288.00	\$50,920.00
Autopsy Medicine	\$247,403.25	\$258,830.50
External Medicine	\$12,191.74	\$12,981.20
Decedent Transportation	\$156,966.03	\$160,778.97
Mileage, Meals, Lodging Pathologists	\$5,713.20	\$5,788.20
Mileage, Meals, Lodging Admin Staff	\$23,493.60	\$24,143.60
 Sub Total	 \$607,372.34	 \$632,729.67
3% Admin Fee	18221.1702	18981.8901
<b>TOTAL</b>	<b>\$625,593.51</b>	<b>\$651,711.56</b>

**Brown County  
Sheriff's Office  
Budget Status Report**

**BUDGET STATUS REPORT - UNAUDITED**

	Amended Annual Budget	YTD Actual	% Used/ Received
Personnel Costs	28,837,482	23,230,386	81%
Operating Expenses	8,621,685	7,016,988	81%
Outlay	609,136	511,115	84%
Property Taxes	28,172,763	23,477,302	83%
Intergovernmental Revenue	6,924,402	5,266,894	76%
Public Charges	1,859,491	1,628,449	88%
Miscellaneous Revenue	457,777	202,458	44%
Other Financing Sources	653,870	571,070	87%

Incl. Sheriff's Office and DARE fund combined

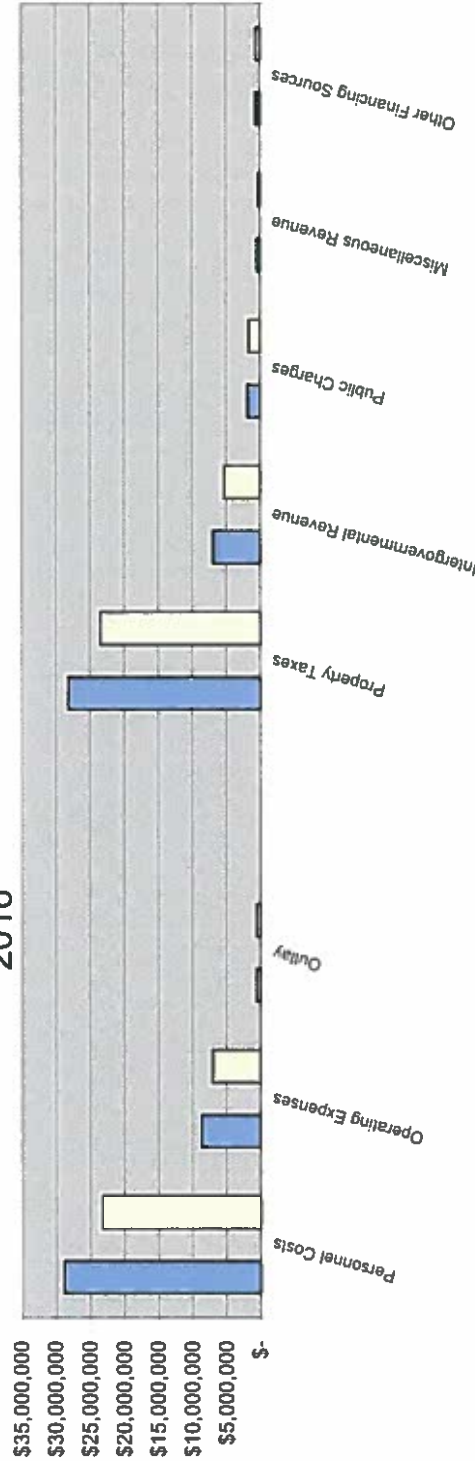
**HIGHLIGHTS:**

**Expenses:** Overall expenses through October were at 81% of budget. Projections through the end of the year suggest overall expenses will be under budget with significant savings in squad fuel costs and utilities.

**Revenues:** Overall revenues through August were at 82% of budget. Projections through the end of the year suggest overall revenues will fall short of budget, primarily due to a significant decline in revenue for housing federal inmates due to less capacity for boarding.

**Sheriff's Office - Oct.,  
2016**

■ Amended Annual Budget □ YTD Actual





### Account Classification

REVENUE									
Property taxes	29,063,107.00	.00	29,063,107.00	2,421,925.57	.00	24,219,255.70	4,843,851.30	83	28,172,763.00
Intergov Revenue	6,690,659.00	146,000.00	6,836,659.00	483,987.83	.00	5,211,926.91	1,624,732.09	76	6,700,562.87
Public Charges	1,913,662.00	1,552.00	1,915,214.00	171,864.25	.00	1,610,921.32	304,292.68	84	1,978,838.33
Miscellaneous Revenue	240,062.00	48,000.00	288,062.00	91,814.81	.00	253,742.90	24,319.10	92	308,722.79
Other Financing Sources	70,000.00	414,596.00	484,596.00	207,826.00	.00	414,596.50	69,999.50	86	945,348.39

Personnel Costs	28,754,422.00	471,436.00	28,225,858.00	2,495,598.81	23,897,710.41	5,328,147.59	82	29,138,457.03
Operating Expenses	8,910,844.00	38,548.00	8,949,392.00	731,547.09	1,454.00	7,710,832.37	86	8,336,391.48
Outlay	312,224.00	100,164.00	412,388.00	63,847.50	.00	353,880.50	86	577,397.00

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612
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## BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- |  |   |
|--|---|
| <input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation   | Dept Head   |
| <input type="checkbox"/> 2 Reallocation due to a technical correction that could include:  | Director of Admin                                     |
| • Reallocation to another account strictly for tracking or accounting purposes   |   |
| • Allocation of budgeted prior year grant not completed in the prior year  |   |
| <input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation                             | County Exec   |
| <input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)   | County Exec   |
| <input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee                                       |
| <input type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount  | Oversight Comm<br>2/3 County Board                    |
| <input checked="" type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue  | Oversight Comm <sup>we</sup><br>2/3 County Board      |
| <input type="checkbox"/> 8 Any allocation from a department's fund balance   | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 9 Any allocation from the County's General Fund   | Oversight Comm<br>Admin Committee<br>2/3 County Board |

Justification for Budget Change:

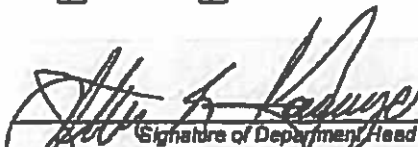
This 2018 budget request is to increase federal grant revenue and related grant outlay expenses to participate in a Homeland Security WEM/Smart Ray Portable X-Ray System grant (2017-HSW-02A-10934) that provides funding for Brown County to purchase a portable bomb X-ray machine. This device will allow the team to rapidly deploy where imminent need is a must and the team can review suspected threat devices expediently.

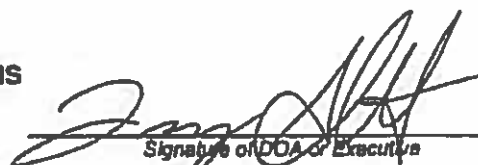
Fiscal Impact: \$80,000 – Increase revenue and offsetting increase expense

Amount \$ 80,000

Increase	Decrease	Account #	Account Title	Amount	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.074.4301	Federal grant revenue	80,000	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.6100.020	Outlay	80,000	
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

## AUTHORIZATIONS

  
 Signature of Department Head  
 Department: SHERIFF  
 Date: 10/31/17

  
 Signature of BOA or Executive  
 Date: 11/2/17

18-03

## BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1            | Reallocation from one account to another in the same level of appropriation  | Dept Head   |
| <input type="checkbox"/> 2            | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> <li>• Reallocation to another account strictly for tracking or accounting purposes</li> <li>• Allocation of budgeted prior year grant not completed in the prior year</li> </ul> | Director of Admin                                     |
| <input type="checkbox"/> 3            | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation  | County Exec   |
| <input type="checkbox"/> 4            | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)  | County Exec   |
| <input type="checkbox"/> 5 a)         | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)   | Admin Committee                                       |
| <input type="checkbox"/> 5 b)         | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 6            | Reallocation between two or more departments, regardless of amount   | Oversight Comm<br>2/3 County Board                    |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 8            | Any allocation from a department's fund balance  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 9            | Any allocation from the County's General Fund  | Oversight Comm<br>Admin Committee<br>2/3 County Board |

**Justification for Budget Change:**

This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Ballistic Shields grant (2017-HSW-02A-10960) that provides funding for Brown County to purchase ballistic shields for the SWAT team. This grant runs Nov. 1, 2017- Jan. 31, 2018.

Budget Impact: \$4,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4301	Federal grant revenue	4,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5395	Equipment non-outlay	4,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

Department: SARINDate: 11/08/17Date: 11/14/17

18-04

## BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1            | Reallocation from one account to another in the same level of appropriation  | Dept Head   |
| <input type="checkbox"/> 2            | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> <li>• Reallocation to another account strictly for tracking or accounting purposes</li> <li>• Allocation of budgeted prior year grant not completed in the prior year</li> </ul> | Director of Admin                                     |
| <input type="checkbox"/> 3            | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation  | County Exec   |
| <input type="checkbox"/> 4            | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)  | County Exec   |
| <input type="checkbox"/> 5 a)         | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)   | Admin Committee                                       |
| <input type="checkbox"/> 5 b)         | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 6            | Reallocation between two or more departments, regardless of amount   | Oversight Comm<br>2/3 County Board                    |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue  | Oversight Comm ✓<br>2/3 County Board                  |
| <input type="checkbox"/> 8            | Any allocation from a department's fund balance  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 9            | Any allocation from the County's General Fund  | Oversight Comm<br>Admin Committee<br>2/3 County Board |

**Justification for Budget Change:**

This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Audio Kit grant (2015-HSW-02A-10961) that provides funding for Brown County to purchase an audio system for the SWAT team. This grant runs Dec. 1, 2017- Jan. 31, 2018.

Budget Impact: \$3,344

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4301	Federal grant revenue	3,344
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5395	Equipment non-outlay	3,344
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

Department: SWATDate: 11/16/17Date: 11/14/17



18-05

## BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1            | Reallocation from one account to another in the same level of appropriation  | Dept Head   |
| <input type="checkbox"/> 2            | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> <li>• Reallocation to another account strictly for tracking or accounting purposes</li> <li>• Allocation of budgeted prior year grant not completed in the prior year</li> </ul> | Director of Admin                                     |
| <input type="checkbox"/> 3            | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation  | County Exec   |
| <input type="checkbox"/> 4            | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)  | County Exec   |
| <input type="checkbox"/> 5 a)         | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)   | Admin Committee                                       |
| <input type="checkbox"/> 5 b)         | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation.  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 6            | Reallocation between two or more departments, regardless of amount   | Oversight Comm<br>2/3 County Board                    |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 8            | Any allocation from a department's fund balance  | Oversight Comm<br>2/3 County Board                    |
| <input type="checkbox"/> 9            | Any allocation from the County's General Fund  | Oversight Comm<br>Admin Committee<br>2/3 County Board |

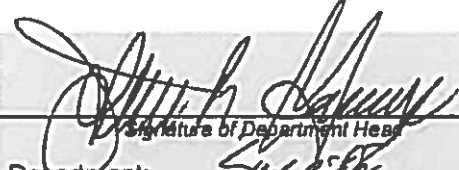
Justification for Budget Change:

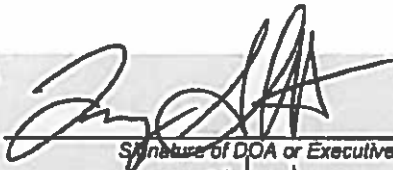
This 2018 budget request is to increase federal grant revenue and related outlay expenses to participate in a Homeland Security ALERT Tactical Pole Camera grant (2017-HSW-02A-10962) that provides funding for Brown County to purchase a camera system for the SWAT team. This grant runs Nov. 2, 2017- Dec. 31, 2018.

Budget Impact: \$15,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4301	Federal grant revenue	15,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.6110.020	Outlay Equipment	15,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

  
 Signature of Department Head  
 Department: Swat  
 Date: 11/08/17

  
 Signature of DOA or Executive  
 Date: 11/14/17

PUBLIC WORKS DEPARTMENT

# Brown County

2198 GLENDALE AVENUE  
GREEN BAY, WI 54303

PHONE (920) 492-4925 FAX (920) 434-4576  
EMAIL: bc\_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.  
DIRECTOR

TO: Public Safety Committee

FROM: Paul Fontecchio, P.E.

DATE: November 29, 2017

RE: Project #2195 - 0.5% Sales Tax Owner's Representative RFP

The 0.5% sales tax plan includes two capital projects we propose administering jointly in terms of overall project management – the jail expansion and medical examiner building. We are preparing a request for proposal for a consultant owner's representative that will be the main representative and manager for the County. This owner's representative will be the overall project manager for the two projects, preparing bid documents for the two individual design architects (one for the jail and one for the medical examiner building), overseeing the design architect work, and overseeing the construction administration of each project on behalf of the county.

The owner's representative will report to a County Project Management Team (including leads from the Jail, Medical Examiner's office, and Public Works). The owner's representative, with the County Project Management Team, will report to the Public Safety Committee with project progress updates.

Public Works has prepared the RFP for Public Safety Committee for approval on November 29<sup>th</sup>. The full County Board approval would take place on December 13<sup>th</sup>. We anticipate advertising to start on January 2<sup>nd</sup> with bid packages due January 22<sup>nd</sup> at noon. Interviews for consultant selection would then take place in late February 2018 with the award to the consultant by the end of March.

We propose the selection committee to be comprised of at least the following:

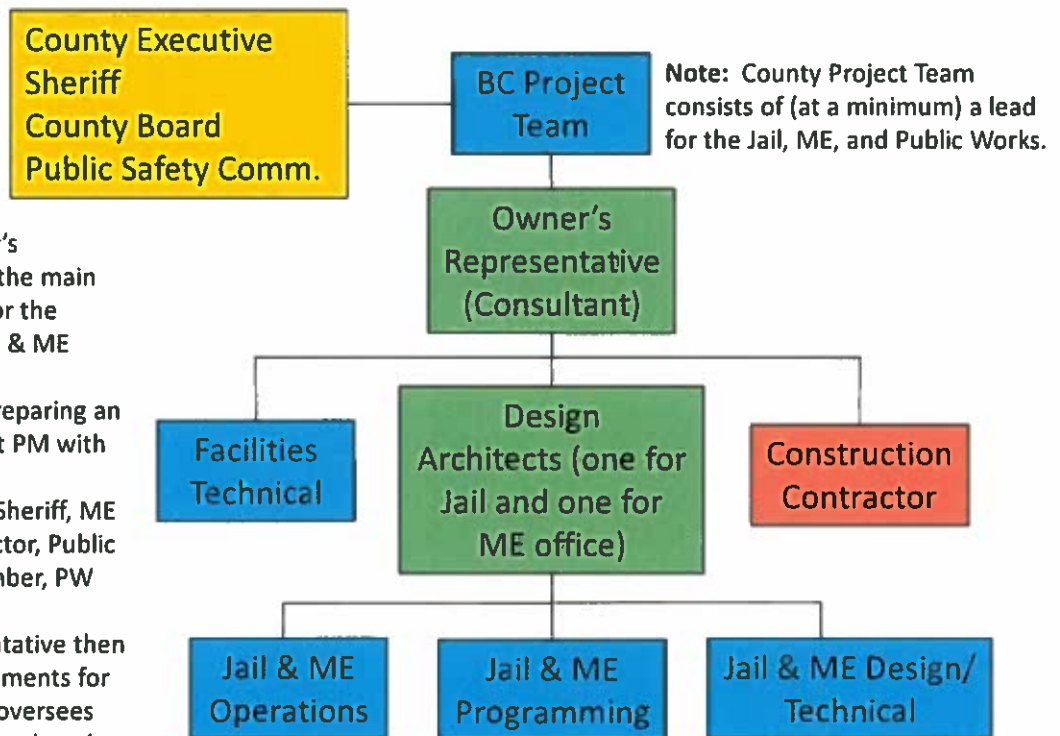
- Sheriff or jail representative
- Medical Examiner Director or representative
- Public Works Director
- Public Works Facility Manager
- Public Safety County Board Member

The RFP selection would be based mainly on qualifications; however, hourly rate sheets for the consultant's staff will be required with the proposals for consideration in the final selection. The consultant project manager is anticipated to be in service to the county starting in 2018 through end of construction of the two projects – estimated to be end of 2020. The contract will be on an hourly basis.

## Jail Addition & ME Building Org. Chart

**Notes:**

- 1) Consultant Owner's Representative is the main point of contact for the County for the Jail & ME projects.
- 2) PW will lead on preparing an RFP for Consultant PM with Jail & ME review.
- 3) Selection Team – Sheriff, ME Director, PW Director, Public Safety Board Member, PW Facility Manager.
- 4) Owner's Representative then prepares bid documents for Design Architect, oversees Design Architect work and construction administration.



11/21/2017

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Note: This is a **RFP** 'Draft ONLY Version' of the  
Project for Review and Approval.  
Project may or may not be published.

**Request for Proposal (RFP)**

**For  
Brown County**

**Owner's Representative for  
Brown County Public Works**

**Project # 2195**



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***Publish Date:* January 2, 2018**

***Response Deadline:* January 22, 2018                      12:00 PM                      CDT**

**To:**

**Brown County Purchasing Department**

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## RFP PROJECT DETAILS

### 1. General

Brown County Public Works desires to retain an Owner's Representative to provide comprehensive services in the organization, coordination, management and administration required for all aspects of the development of the projects described below, including, without limitation: planning, programming, site investigation, design administration, construction administration, project closeout, move-in and activation oversight.

Anticipated capital projects by Brown County beginning in 2018 are as follows:

#### **Brown County Jail Expansion**

The Jail expansion will include two new, direct supervision, two-story, incarceration units (PODs). The two PODs will hold 124 inmates. The new Jail PODs will be located at the north end of the existing County Jail on the west side of the main north-south circulation spine. The Jail expansion construction is anticipated to take place in 2019.

#### **New Medical Examiner's Office**

The ME Office will include office area, medical/autopsy lab, and deceased body receiving area. The new ME Office building will be located at the northeast corner of the existing County Jail site with its own separate main entrance, guest parking, employee parking, receiving area and on-site storm water pond. The ME office construction is anticipated to take place in 2020.

### 2. Contract Term

For the duration of projects described in this RFP: beginning with the crafting RFP for A/E Services through the construction administration phase, project close-out and 12-month project warranty period of the projects.

### 3. RFP Tentative Project Timeline

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

	Date	Time (CDT)
Standing Committee: Recommended for Approval by Public Safety Committee	11/29/2017	
County Board Approval	12/13/2017	
RFP Published	1/2/2018	
RFP Due Date	1/22/2018	12:00 PM
Proposal review, scoring meeting, and Interview Firm Selection	2/12/2018	
Interviews & Final Scoring Meeting	2/28/2018	
Reference checks if required by	3/9/2018	
Send out Thank You & Intent to Award Letters by	3/16/2018	
Contract Negotiations / Complete Contract Signing by	3/30/2018	

**4. RFP Questions Due: January 12, 2018 at 3:00 PM**

**Questions**-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us)
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2195"

**5. RFP Questions & Answers Publish Date: January 16, 2018 at 3:00 PM**

**Answers** - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: [www.co.brown.wi.us](http://www.co.brown.wi.us) > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: [http://onviacenter.com/content/demandstar\\_subscriptions](http://onviacenter.com/content/demandstar_subscriptions)

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

**6. RFP Due Date & Delivery Address Details: January 22, 2018 at 12:00 PM**

Responses are due to Brown County Purchasing no later than the Due Date.

Prospective vendors can submit proposals via email, hand deliver or by mail via DHL, FedEx, UPS, USPS, etc as outlined below:

***Emailed proposal must include the following items:***

- Be clearly marked in the subject line with perspective project #2195.
- Include 2 separate electronic files:
  - One file named proposal to include proposal excluding any pricing details.
  - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
  - [Bc\\_Administration\\_Purchasing@co.brown.wi.us](mailto:Bc_Administration_Purchasing@co.brown.wi.us)
  - A courtesy email response will be generated after due date for receipt of all proposals.
- Emailed proposals also require that seven (7) paper copies be sent separately, excluding the pricing details. These are provided to the scoring team. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
- Delivery address is provided below:

***Hand delivered or mailed proposal must include the following items:***

- Be clearly marked with project #2195 on the outside of the sealed envelope or box in the lower left hand corner.
- Be in 2 separate Sealed envelopes or boxes as follows:
  - One envelope or box to include seven (7) paper copies of the proposal excluding pricing details. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
  - The other envelope labeled 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*. Envelope can be included in either the box or envelope used to send the proposals (does not need to be sent separately). Only one (1) copy of the cost sheet is required.



- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
  - One file named proposal to include proposal excluding pricing details.
  - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

Delivery Address for DHL, FedEx, Hand Delivery, UPS, etc.
<b>Brown County Clerk</b> <b>Project 2195</b> <b>305 E. Walnut St. Room 120</b> <b>Green Bay, WI 54301</b>

Delivery Address for Mail, USPS
<b>Brown County Purchasing Department</b> <b>Project 2195</b> <b>305 E. Walnut St. 5<sup>th</sup> Floor</b> <b>Green Bay, WI 54301</b>

*Note: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3<sup>rd</sup> party delivery service. This ensures the proposal can be applied to the appropriate project.*

## 7. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **RFP SCOPE OF WORK & SPECIFICATIONS (Attachment A)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP COST SHEET (Attachment C)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP REFERENCE DATA SHEET (Attachment D)** - Provide attachment with three (3) to five (5) references with your document submission.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** - Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

## 8. Performance or Applicable Payment Bonds

**Bonds are not required for this project.**

## 9. RFP Method of Payment

Monthly progress invoicing is acceptable.

**Payment Terms:** Payments may apply as noted in Wisconsin Statute 66.0135. If milestone payments are appropriate they will be defined in the contract. Vendors are strongly encouraged to accept P-Card payments.

### **10. Financial Verification**

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

### **11. "Piggyback" Clause**

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

### **12. Other**

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have the necessary professional licenses for the state for which the work is to be done. All applicable licenses must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Document Submission:** Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

### **13. RFP Attachments**

- A. **RFP Scope of Work, Specifications / Drawings:** Vendor must adhere to the scope of work described for this project.
- B. **RFP Scoring**
- C. **RFP Cost Sheet**
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Vendor and the County.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Professional Contract for Service TEMPLATE:** Vendors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the Vendor agrees to the terms and conditions as stated.

## **ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS**

*(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.) Please provide specific procedures and explanations to each requirement in your submitted documents.*

### **Owner's Representative for Brown County Public Works Project #2195**

*Proposals shall address each of the following requirements described below  
by giving specific procedures and explanations to each requirement.*

**Professional Services** – The selected firm will work closely with the Brown County Facilities Management and the respective facility project teams as the Owner's Representative to develop a project program and schedule that meets the needs of said projects. The Owner's Representative shall be either a Registered Architect or Professional Engineer licensed in the State of Wisconsin. Professional services to be completed and delivered by others – and reviewed and/or managed by the selected Owner's Representative – include but are not limited to:

1. Owner's Representative Project Management
2. Design RFP Documents (for public bidding by Brown County)
3. Design Consultant Administration
4. Construction Documents Review (for public bidding by Brown County)
5. Construction Administration Services
6. Project Scheduling and Estimating

**Scope of services to be provided by the Owner's Representative will include, but not necessarily be limited to the following:**

1. Prepare RFP for architectural/engineering (A/E) services for said projects.
2. Review A/E RFP submittals and assist Brown County with selection of A/E firms for respective projects
3. Assist selected A/E firm, Brown County project team, and building user groups to determine requirements for each project.
4. Verify the scope of project work.
5. Oversee all necessary research and field survey (such as environmental site assessments, soil boring reports, topographic and legal surveys, storm water management plan, etc.) work as necessary.
6. Review value engineering/value analysis as necessary regarding architectural, structural, mechanical and electrical systems.
7. Review for a high energy performance building design to achieve Leadership in Energy and Environmental Design (LEED) Silver standards or higher.
8. Review Schematic Design Basis documents for approval by project team.
9. Review site plan and landscaping plan as part of Schematic Design and Construction Documents deliverables.
10. Review exterior building rendering (if required) at a time determined by Owner.
11. Review and provide an opinion of project costs including, but not limited to, construction costs and contingencies at each phase of professional services.
12. Review and provide an opinion of construction documents (CDs) with related plan set and specifications/project manual at 50% complete CDs, 95% complete CDs for Owner review and 100% complete CDs for bidding by Brown County Purchasing Department.
13. Assist Owner with responses to bidder questions as needed during the bid period.
14. Review payment applications for design and construction phases.
15. Review project schedule for architectural programming thru construction and project close-out.
16. Coordinate with Brown County Technology Services to address building requirements to support the necessary information technology systems, equipment and infrastructure.
17. Attend meetings with public agencies and assist in obtaining permits, approvals, and other authorizations necessary for the development, construction and operation of the project. Assume monthly County Board Sub-Committee meetings and occasional County Board Meetings.

## **RFP Submissions shall include the following information**

- A. Cover Letter:** Provide a cover letter from the person authorized to submit the proposal. Provide a brief introduction of your proposal; identify the contact person and the contact information.
- B. Firm Profile(s):** Provide a brief description of each firm on the project team including qualifications, special expertise and other information that provides an accurate overview of each firm. Identify any sub-consultants that will be used. Include at least the following information:
1. Firm name, business address, telephone, email address, website address
  2. Primary owner's representative contact person (overall project manager) with title
  3. Professional history and affiliations
  4. Current staff size and professional registrations
  5. Range of professional service capabilities
  6. Impact of current workload on ability to meet the requirements of this RFP
  7. Previous experience with Wisconsin Counties and/or municipalities, especially as an owner's representative.
- C. Relevant Experience and team work:** Provide a list of projects similar in size and scope to that which is described in this RFP.
- D. References:** Provide descriptions of at least three projects that have been successfully completed within the past ten years. The projects described shall be similar in scope and complexity to the project described within this RFP. Please include at least the following:
1. Project name
  2. Project size (gross square feet)
  3. Initial Cost estimate
  4. Initial construction contract amount
  5. Amount of approved change orders
  6. Final construction contract amount
  7. Year construction was completed
  8. Basic project program
  9. Project delivery approach
  10. Project owner with current address and telephone number
  11. Principal tenant organization contact with current address and telephone number
  12. Firm's role in the project and name of project manager/owner's representative
- E. Staff & Organization:** Provide a list of the key staff who will be assigned to this project team and identify the role of each. Include a resume for each person and a project team organizational chart. Specifically include resumes for the following:
1. Owner's Representative (Project Manager)
  2. Licensed Architects and Engineers
  3. Discipline leaders (architectural, civil, structural, mechanical, electrical, etc.)
  4. Project Managers, licensed engineers, and designers of consulting firms
  5. Field representative(s)
  6. Other specialist
- F. Methodology:** Provide a clear general description of the approach and methodology your firm anticipates using to fulfill the requirement of this RFP. Describe the various tasks that will be engaged and the sequence in which they will be accomplished. Identify the methods of engaging stakeholders, staff, and the Board. Identify the tasks that will be conducted on-site and the number of visits and days of on-site engagement anticipated.
- G. Conflict of Interest:** Disclose any potential conflict of interest including, but not limited to, familial relationships between members of the consulting team and elected officials or employees and/or employees of Brown County.

***SEE ATTACHMENT 1 FOR JAIL & MEDICAL EXAMINER OFFICE PROJECT LOCATIONS***

## ***ATTACHMENT B: RFP SCORING***

*(This attachment is provided for your information only. There is no need to sign or mail it back.)*

Responses to this project will be evaluated according to the following:

### **1. Evaluation Process**

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews will be required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

### **2. Scoring Methodology**

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Quality, clarity and responsiveness of proposal	10
2. Demonstration of meeting scope of services provided in Attachment A	20
3. Relevant Experience	15
4. Pricing (Attachment C)	20
5. References (Attachment D)	5
6. Interviews	30
Total	100

### **3. Scoring Criteria**

The evaluation factors to be used in project scoring are described below:

1. **Quality, clarity and responsiveness of proposal** – Proposals will be evaluated on meeting the overall requirements of the RFP.
2. **Responses to scope** – Proposals will be evaluated on the thoroughness and content of the responses submitted.
3. **Experience** – Proposals will be evaluated based on the experience of the A/E firm including their team and individual employees.
4. **Pricing** – Proposals are scored based on an overall comparison of firm's hourly rates.
5. **References** – Proposals will be evaluated based on information obtained from the references provided.
6. **Interview** – A/E firms selected for a panel interview will be evaluated based on prepared interview questions and the firm's response to such questions

**ATTACHMENT C: RFP COST SHEET***(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)***Vendor Information**

COMPANY PHYSICAL LOCATION INFORMATION				
Legal Name:				
Address:				
City:		State:		Zip:
Phone:		Fax:		
Federal ID #:		Website:		
COMPANY REMIT INFORMATION (where to send payment, if different than above)				
Billing Name:				
<i>Name to print on check, if different than above</i>				
Address:				
City:		State:		Zip:
Accounts Payable Contact:		Phone:		
Accounts Payable Email:		Payment Terms:		
CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS				
Sales Rep Name:		Sales Rep Title:		
Sales Rep Phone Number:		Sales Rep Email:		
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Primary Name:		Title:		
Email:				
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Secondary Name:		Title:		
Email:				
CONTACT INFORMATION / PROJECT MANAGER				
Project Manager Name:		Title:		
Address:		City:		
City:		State:		
Phone:		ZIP:		
Email:		Fax:		

CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT			
Contract Signer Name:		Title:	
Address:		City:	
City:		State:	
Phone:		ZIP:	
Email:		Fax:	

Does your Company accept MasterCard Credit Card for payment?    YES    NO    (Circle one)

Comments:	
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Does your Company accept the Brown County Standard Contract?    YES    NO    (Circle one)

Comments:	
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**Attach your billable hourly rates for staff/positions  
anticipated to be utilized for the project.**

*Please fill out the yearly cost adjustments (if any) to be applied to the hourly rates.*

Year of Rate Increase	Percentage Increase
2019 Rate Increase	%
2020 Rate Increase	%
2021 Rate Increase	%

Additional Fees: Identify what your firm considers reimbursable expense and detail those costs. If you anticipate any reimbursable expenses, please outline below:

Type of Expense	Cost

Do you charge administrative fee for reimbursable expenses? Yes/No

If yes, what percentage: \_\_\_\_\_



***RFP Pricing on a Time & Material Basis – Not to Exceed***

**Time and Resources Cost Management**

Describe the firm's approach to managing a time and resources project on behalf of the owner. Brown County is looking for an Owner's Representative firm that maximizes quality effort at the lowest overall cost. Please identify how the firm will manage the costs of services rendered to ensure good stewardship of funding for these projects.

**Anticipated Percentage of Construction Cost**

The total construction cost for both the Jail and Medical Examiner's projects is estimated at \$20,000,000. Based on that overall construction cost for the two projects and your firm's experience with being an Owner's Representative, what is your firm's estimated cost for services provided based on a percentage of the overall construction value?

Percentage		Cost
	X \$20,000,000 =	\$

***ATTACHMENT D: RFP REFERENCE DATA SHEET***

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

Reference #1	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #2	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #3	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #4	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
Reference #5	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State

## **ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION**

*(Use of this form is required when submitting proposal)*

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.**

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**We request the following pages not be released:**

**Section**

**Page #**

**Topic**

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT**

*(If Addendums exist for this project, please sign and date and send with your bid)*

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Additional Addenda should be written here:


I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:

Company Name:

Printed Name:

Signature:

Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

## ***ATTACHMENT G: RFP APPEALS***

*(This appeals attachment is for your information only, there is no need to sign or mail it back.)*

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

**Submit To:**

Brown County Internal Auditor  
305 E. Walnut St. Rm 102  
PO Box 23600  
Green Bay, WI 54305-3600

## **ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS**

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.  
There is no need to sign or mail it back.)*

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at [BC\\_administration\\_purchasing@co.brown.wi.us](mailto:BC_administration_purchasing@co.brown.wi.us) throughout the contract term.

### **1. Hold Harmless**

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

### **2. Insurance Requirements**

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

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#### **Comprehensive General Liability (Occurrence Form)**

Products and Completed Operations  
Personal Injury and Advertising Liability  
Independent Contractors / Protective

Limits of Insurance	\$1,000,000 per occurrence \$1,000,000 aggregate
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#### **Business Automobile Liability : Covering all owned, hired, and non-owned vehicles**

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
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#### **Excess / Umbrella Liability**

Limits of Insurance	\$1,000,000 per occurrence
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#### **Worker's Compensation Insurance and Employers Liability**

State Statutory Workers' Compensation Limits

Employer Liability	\$100,000 each accident
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#### **Professional Liability**

Limits of Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
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3. **Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration  
305 E Walnut Street  
PO Box 23600  
Green Bay, WI 54305-3600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

## ***ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE***

*(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)*



### ***BROWN COUNTY PROFESSIONAL STANDARD CONTRACT***

Scope of Services is attached to this contract.

<b>Project #:</b>	2195
<b>Service Description:</b>	Owner's Representative for Jail and Medical Examiner Projects
<b>Time of Performance:</b>	2018 - 2020
<b>Total Amount of Contract:</b>	Maximum Compensation not to Exceed: \$00

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

<b>Performance, schedules and invoices will be approved by the following Brown County Contact:</b>	Paul Fontecchio
<b>Brown County Department:</b>	Public Works
<b>Address:</b>	2198 Glendale Avenue
<b>City, State Zip:</b>	Green Bay, WI 54303
<b>Phone:</b>	(920) 662-2170
<b>Email:</b>	<a href="mailto:fontecchio_pa@co.brown.wi.us">fontecchio_pa@co.brown.wi.us</a>

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this [ ] day of [ ] 20[ ] by and between [ ] (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

#### **WITNESSETH:**

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and



WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
  - A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
  - B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
  - C. that the CONTRACTOR is required to comply with time schedules and payment terms.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

Payment Terms:	Net 30
Check Payable To:	
Invoice Mailing Address:	
City, State Zip	
Invoice Email Address:	
Invoice Phone Number:	
Federal Tax ID#:	

4. **REPORTS:**
  - A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
  - B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.

- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.
5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**
- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** - The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.
7. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
8. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
9. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction

of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

- 11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

- 12. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.
- 13. WAIVER:** No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**14. PERSONNEL:**

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- 15. ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.
- A. **Records:** Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.
- B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of

other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

**16. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

**17. NON-DISCLOSURE:** For the purposes of this Contract, the parties agree to the following definitions.

**Disclosure** - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

**Recipient** - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

**Sensitive and/or Confidential Information** - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
  - Applications for services
  - Account numbers or balances

- Payment histories
- Identity of customers
- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

**A. Acknowledgment of Confidential Relationship** - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

**B. Use and Disclosure of Sensitive and/or Confidential Information** - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

**C. Title remains with the COUNTY** - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

**D. Indemnification by the CONTRACTOR** - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage

will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

- E. Duty of Inquire** - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

<b>County Department:</b>	Corporation Counsel
<b>Contact Name:</b>	David Hemery
<b>Mailing Address:</b>	305 E Walnut Street
<b>City, State Zip:</b>	Green Bay, WI 54301
<b>Email:</b>	david.hemery@co.brown.wi.us
<b>Phone:</b>	(920) 448-4006

For CONTRACTOR inquire to:

<b>Contractor:</b>	
<b>Contact Name:</b>	
<b>Mailing Address:</b>	
<b>City, State Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	

- F. Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

#### 18. CONFLICT OF INTEREST:

- A. Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. Interest of Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

#### 19. DISCRIMINATION PROHIBITED:

- A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**20. INSURANCE:**

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

**21. FORCE MAJEURE:**

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

**22. OTHER PROVISIONS:**

- A. **Publicity Releases** - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

- 23. NOTICES:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

<b>County Department:</b>	Brown County Purchasing
<b>Mailing Address:</b>	305 E Walnut Street, 5 <sup>th</sup> Floor, PO Box 23600
<b>City, State Zip:</b>	Green Bay, WI 54305-3600
<b>Email:</b>	<a href="mailto:BC_Administration_Purchasing@co.brown.wi.us">BC_Administration_Purchasing@co.brown.wi.us</a>
<b>Phone:</b>	(920) 448-4040

For CONTRACTOR inquire to:

<b>Contractor:</b>	
<b>Mailing Address:</b>	
<b>City , State, Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.



***SIGNATURE PAGE***

**BROWN COUNTY PURCHASING**

Dale DeNamur, Senior Buyer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BROWN COUNTY PUBLIC WORKS**

Paul Fontecchio, Public Works Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BROWN COUNTY EXECUTIVE**

Troy Streckenbach, County Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

*(To be signed by the person authorized to  
legally bind your firm to this contract)*

Vendor  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

City /  
State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(Required)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)